



Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education*



www.dhs.lacounty.gov

October 14, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF TEMPORARY NURSING PERSONNEL SERVICES
AGREEMENTS
(ALL SUPERVISORAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new agreement with 28 nurse registries for the continued provision of temporary nursing personnel services for all Department of Health Services (DHS) Hospitals, Comprehensive Health Centers and Juvenile Court Health Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of Health Services, or his designee, to offer and sign a temporary nursing personnel services form Agreement with 28 nurse registries for the provision of temporary nursing personnel services, effective November 1, 2008 through October 31, 2011, with an estimated annual amount of \$43.3 million, with a two-year option exercisable by your Board.
2. Delegate authority to the Interim Director of Health Services, or his designee, to offer and sign the form Agreement with qualified registries, identified and selected by DHS through a qualification process, based on need, that can best serve DHS, effective upon full execution by both parties through October 31, 2011, with a two-year option exercisable by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

An approval of these actions will allow DHS to obtain as-needed temporary nursing personnel services from qualified nurse registries (listed on Attachment A). Attachment B identifies the County facilities where as needed temporary nurse personnel services will be provided.

The current Agreements expire October 31, 2008. Additionally, the Department is requesting delegated authority to add any registries for the term of the form Agreement should the need arise.

Implementation of Strategic Goals

The recommended actions support Goal 1, Service Excellence, and Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Expenditures under the Agreement will vary from year to year based on the need for temporary nursing personnel services. Funding for the 28 Agreements is included in the Fiscal Year 2008-09 Adopted Budget with a total estimated cost of \$43.3 million as follows: \$31.4 million for the LAC+USC Healthcare Network, \$ 2.1 million for Coastal Network, \$0.3 million for Southwest CHC/HC only, \$1.4 million for Rancho Los Amigos National Rehabilitation Center, \$0.1 million for Juvenile Court Health Services, and \$8.0 million for Valley Care Network and will be requested in future fiscal years in the budget process.

It should be noted that funding is not included for the MLK-MACC since the facility does not use these types of services at this time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the County has contracted with private registries for the provision of as-needed temporary nursing personnel for both the DHS and the Sheriff's Department to address critical staffing shortages, peak workloads, and vacation coverage at their respective facilities. In November, 2006, the Sheriff's Department notified DHS that they no longer had the need to participate in this Agreement.

On September 16, 2008, your Board approved a one month extension through October 31, 2008 to the current 23 Agreements to allow our Department to finalize the terms of the new Agreements with the recommended vendors.

The recommended Agreement (Exhibit I) will provide for the continuation of the temporary nursing personnel services for the most critical DHS functions which County employees, in-house staffing pool personnel, and County re-employment list personnel are not available to perform. The new Agreement includes the following five service categories: (1) temporary nursing RN; (2) temporary hemodialysis RN; (3) specialty nursing and surgical technician personnel (i.e. emergency room RN; operating room RN; and surgical technician); and (4) nursing support personnel (i.e. Certified Nursing Attendant and Licensed Vocational Nurse); and (5) Mental Health Assistant/Psychiatric Technician. Rates are standardized throughout all County facilities with implementation of this Agreement.

Prior to exercising the two-year option with your Board, DHS will reassess the need for registry services and, if necessary, will request your Board's approval to exercise the two-year option.

County Counsel has approved Exhibit I as to use and form. The form Agreement contains the Board's required contract provisions.

CONTRACTING PROCESS

On November 6, 2006, DHS released a Qualification Process (QP) document to be used to identify the most qualified nurse agencies/registries that are best able to provide the temporary nursing personnel services required by the Department. DHS advertised the QP on the L.A. County Online Website and in local newspapers.

New respondents to the QP were to be evaluated using a 3 phase selection process. Phase I was the Pass/Fail Evaluation of each completed questionnaire to determine compliance with the general guidelines and requirements of the QP. Phase II was a scored evaluation by an Evaluation Committee which was comprised of DHS and/or other County representatives. Phase III consisted of site visits of the highest scored registries by the Evaluation Committee of the local offices located within Southern California.

In response to the QP, 60 agencies/registries submitted completed questionnaires. Of the 60, 22 did not meet the selection criteria of Phase I. Disqualification letters were sent out to these 22 registries. DHS received seven timely and one untimely request for a disqualification review. Out of the seven analyzed under the disqualification review, two registries were ultimately passed.

Of the remaining 40 registries that passed Phase I, the Evaluation Committee scored the registries under Phase II, and performed site visits for Phase III of the top 29 highest

scored registries. When contacted to schedule a site visit, one registry withdrew from consideration.

Site visits were conducted at 28 registries throughout Southern California. The review team analyzed each registry's organizational processes in place to address accountability and compliance with policies, procedures, competency, mandatory training, etc. In addition, the site visit included interviews with nursing and administrative staff to assess staff and facility concerns. All 28 registries passed the site visit phase and are recommended for Agreements (Attachment A).

Should DHS need to add more registries, the department will identify the next highest scored agency(ies) from the list that passed Phase II of the QP and schedule a site visit. Agencies passing Phase III will be offered the form Agreement.

Other County departments that may have a need for these services from time-to-time may contact DHS and use these contract services. Those County departments that determine the need to use the registry services will do so based upon the availability of funds and will be responsible for payments to the contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued availability of as-needed temporary nursing personnel services for DHS.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:po

Attachments (3)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENTS

RECOMMENDED CONTRACTORS		SERVICE CATEGORY TO BE PROVIDED (✓)				
		Temporary Nursing Support	Temporary Hemodialysis Nursing	Temporary Nursing	Temporary Specialty Nursing and Surgical Technician	Temporary Mental Health Assistant/ Psychiatric Technician
1.	Access Nurses 5935 Cornerstone Ct. W. #300 San Diego, California 92121	✓		✓	✓	
2.	ACS Nurses dba Advanced Care Services 3435 Wilshire Blvd. #945 Los Angeles, California 90010-1998	✓		✓	✓	✓
3.	ADDMED Staffing 2801 Ocean Park Blvd., Suite 395 Santa Monica, California 90404			✓	✓	
4.	Allstar Staffing 7040 Avenida Encinas, Suite 201 Carlsbad, California 92009	✓		✓	✓	✓
5.	Allstate Medical Staffing, Inc. 17141 Ventura Blvd., Suite 204 Encino, California 91316	✓		✓	✓	✓
6.	Associated Health Professionals, Inc. 6095 Bristol Parkway, 2 nd Floor Culver City, California 90230-6601	✓		✓	✓	✓
7.	ATC Healthcare Services, Inc. 5601 W. Slauson Avenue, Suite 234 Culver City, California 90230	✓		✓	✓	✓
8.	C. W. Healthcare, Inc. dba CWH Medical Staffing 20301 Ventura Blvd., Suite 309 Woodland Hills, California 91364	✓		✓	✓	✓

	RECOMMENDED CONTRACTORS	SERVICE CATEGORY TO BE PROVIDED (✓)				
		Temporary Nursing Support	Temporary Hemodialysis Nursing	Temporary Nursing	Temporary Specialty Nursing and Surgical Technician	Temporary Mental Health Assistant/ Psychiatric Technician
9.	EZ Staffing, Inc. 601 Glenoaks Blvd., Suite 100 Glendale, California 91207	✓		✓	✓	✓
10.	Global Nurses Services 3213 W. Imperial Hwy. Inglewood, California 90303	✓		✓	✓	✓
11.	Hemodialysis, Inc. dba Acute Mobile Dialysis 1560 E. Chevy Chase Drive, #435 Glendale, California 91206		✓			
12.	HRN Services, Inc. 8383 Wilshire Blvd., Suite 258 Beverly Hills, California 90211	✓		✓	✓	✓
13.	Juno Healthcare Staffing System, Inc. dba Juno Healthcare Registry 4929 Wilshire Blvd., Suite 328 Los Angeles, California 90010	✓		✓	✓	✓
14.	Just In Time Staffing, Inc. dba Just In Time Staffing 7500 E. Arapahoe Rd., #101 Englewood, Colorado 80112	✓		✓	✓	✓
15.	Master Staffing, Inc. 310 E. Colorado Street, Suite 206 Glendale, California 91205	✓		✓	✓	✓
16.	Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia, Maryland 21046	✓		✓	✓	✓
17.	Mediscan Nursing Staffing, Inc. dba Mediscan Staffing Services	✓		✓	✓	✓

RECOMMENDED CONTRACTORS		SERVICE CATEGORY TO BE PROVIDED (✓)				
		Temporary Nursing Support	Temporary Hemodialysis Nursing	Temporary Nursing	Temporary Specialty Nursing and Surgical Technician	Temporary Mental Health Assistant/ Psychiatric Technician
18.	Medstaff, Inc. dba Medstaff Healthcare Solutions 3805 West Chester Pike, Suite 200 Newton Square, Pennsylvania 19073	✓		✓	✓	✓
19.	Nurse Connection, Inc. 4311 Wilshire Blvd., Suite 400 Los Angeles, California 90010	✓		✓	✓	✓
20.	Nurses in Partnership 29219 Canwood St., Suite 220 Agoura Hills, California 91301			✓	✓	
21.	Onassignment Staffing Services, Inc. dba OnAssignment Healthcare Staffing 9095 Rio San Diego Drive, Suite 300 San Diego, California 92108			✓	✓	
22.	Professional Resources Enterprises, Inc. dba UNI 3731 Wilshire Blvd., Suite 630 Los Angeles, California 90010	✓		✓	✓	✓
23.	P.S. National, Inc. dba Professional Staffing 17645 Chatsworth Street Granada Hills, California 91344	✓		✓	✓	✓
24.	Renology Medical Group 1510 S. Central Avenue, Suite 210 Glendale, California 91204		✓			
25.	SHC Services, Inc. dba Supplemental Healthcare 2005 Sheridan Drive Buffalo, New York 14223	✓		✓	✓	
26.	Star Nursing, Inc. 5255 Stevens Creek Blvd., #155 Santa Clara, California 95051	✓		✓	✓	✓

	RECOMMENDED CONTRACTORS	SERVICE CATEGORY TO BE PROVIDED (✓)				
		Temporary Nursing Support	Temporary Hemodialysis Nursing	Temporary Nursing	Temporary Specialty Nursing and Surgical Technician	Temporary Mental Health Assistant/ Psychiatric Technician
27.	Tempus LLC dba Emerald Health Services 4640 Admiralty Way, Suite 600 Marina Del Rey, California 90262			✓	✓	
28.	United Staffing Solutions, Inc. 12069 Jefferson Blvd. Culver City, California 90230	✓		✓	✓	✓

TEMPORARY NURSING PERSONNEL SERVICES
COUNTY FACILITIES

ATTACHMENT B

HOSPITALS

Harbor/UCLA Medical Center
1000 W. Carson Street
Torrance, California 90509

Los Angeles County+USC Medical Center
1200 N. State Street
Los Angeles, California 90033

*Martin Luther King, Jr. Medical Center
12021 S. Wilmington Avenue
Los Angeles, California 90059

Olive View/UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242

COMPREHENSIVE HEALTH CENTERS

- 1) Edward R. Roybal Comprehensive Health Center
245 S. Fetterly Avenue
Los Angeles, California 90022
- 2) El Monte Comprehensive Health Center
10953 Ramona Boulevard
El Monte, California 91731
- 3) H. Claude Hudson Comprehensive Health Center
2929 S. Grand Avenue
Los Angeles, California 90007
- 4) High Desert Health System
44900 N. 60th Street West
Lancaster, California 93536
- 5) Hubert H. Humphrey Comprehensive Health Center
5850 S. Main Street
Los Angeles, California 90003
- 6) Long Beach Comprehensive Health Center
1333 Chestnut Avenue
Long Beach, California 90813
- 7) Mid-Valley Comprehensive Health Center
7515 Van Nuys Boulevard
Van Nuys, California 91405

* MLK Hospital Liaison currently staffs
Harbor Hospital only.

PROBATION HEALTH SERVICES

Barry J. Nidorf Juvenile Hall
16350 Filbert Street
Sylmar, California 91342

Camp Afflerbaugh
6631 N. Stephens Ranch Road
La Verne, California 91750

Camp Gonzales
1301 N. Las Virgenes Road
Calabasas, California 91302

Camp Holton
12500 N. Little Tujunga Canyon Rd.
Tujunga, California 91042

Camp Kilpatrick
427 S. Encinal Canyon Road
Malibu, California 90256

Camp Mendenhall
42230 Lake Hughes Road
Lake Hughes, California 93532

Camp Miller
433 S. Encinal Canyon Road
Malibu, California 90256

Camp Munz
42220 Lake Hughes Road
Lake Hughes, California 93532

Camp Paige
6601 N. Stephens Ranch Road
La Verne, California 91750

Camp Rockey
1900 N. Sycamore Canyon Road
San Dimas, California 91771

Camp Routh
12500 N. Big Tujunga Canyon Road
Tujunga, California 91042

Camp Scott
28700 N. Bouquet Canyon Road
Saugus, California 91350

Camp Scudder
28750 N. Bouquet Canyon Road
Saugus, California 91350

Central Juvenile Hall
1605 Eastlake Avenue
Los Angeles, California 90033

Challenger Memorial Youth Center
5300 W. Avenue "I"
Lancaster, California 93534

Kirby Center
1500 S. McDonnell Avenue
Los Angeles, California 90022

Los Padrinos Juvenile Hall
7285 E. Quill Avenue
Downey, California 90242

EXHIBIT I

Contract No. _____

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County hospitals, comprehensive health centers and health centers (collectively hereafter "County Facility" or "County Facilities", as appropriate); and

WHEREAS, the temporary nursing services to be provided hereunder may not always be immediately available at County Facilities to meet the needs of the sick or injured patients served there; and

WHEREAS, other County Departments may also have a need for qualified temporary nursing personnel and may request Contractor's services under this Agreement, as long as the services sites are initially included herein or added by

County's Director of Health Services during the term of this Agreement; and

WHEREAS, on November 6, 2006, County released a Qualification Process for Temporary Nursing Personnel Services ("Qualification Process") document with the objective to identify the most qualified agencies/registries that could provide the numerous temporary nursing personnel services required by the Department of Health Services; and

WHEREAS, on or about December 6, 2006, Contractor submitted a completed questionnaire in response to the County's Qualification Process for Temporary Nursing Personnel Services, which completed questionnaire is incorporated into this Agreement by reference; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing temporary and as-needed nursing personnel to County Facilities, and Contractor's nursing personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, pursuant to sections 26227 and 31000 of the California Government Code, and section 1451 of the Health and Safety Code, County is authorized to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall be effective November 1, 2008, and shall continue, unless sooner terminated or canceled, in full force and effect to and including October 31, 2011, with a two year option exercisable by the Board of Supervisors. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") may also suspend the performance of services hereunder, in whole or in part, effective upon the Contractor's receipt of County's written notice. County's notice shall set forth the reason for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach of contract on behalf of the Contractor, and the Agreement may be terminated by County immediately. Any attempt to modify any term of this Agreement, without legal authorization, will constitute a material breach of this Agreement. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall arrange for the provision of temporary nursing personnel services for County patients in a manner described in

Exhibit(s) "A", "A.1", "A.2", "A.3", and "A.4" DESCRIPTION OF SERVICES, attached hereto and incorporated herein by reference, upon a County Facility's request for services at the County Facilities listed in Exhibit "C", COUNTY FACILITIES, attached hereto and incorporated herein by reference.

Director may add or delete County Facility service sites as may be necessary from time-to-time during the term of this Agreement, by providing at least ten (10) calendar days prior written notice to Contractor.

3. BILLING AND PAYMENT: County agrees to compensate Contractor for the provision of temporary nursing personnel services pursuant to this Agreement, in accordance with the terms, conditions, and rates set forth in Exhibit(s) "B", "B.1", "B.2", "B.3", and "B.4" BILLING AND PAYMENT, attached hereto and incorporated herein by reference.

There can be no change to the Billing arrangements except as provided by formal Amendment as approved by the Board of Supervisors. In addition, quality and assurance measures will require Compliance Training as provided for in the Additional Provisions attached to this Agreement.

4. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this

Agreement shall be deemed to have terminated June 30th of the immediate prior fiscal year for which such funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

5. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", of which the terms and conditions therein contained are part of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement and that of any exhibit(s) attached hereto, and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

8. ALTERATION OF TERMS: This Agreement, together with the exhibits(s) attached hereto, fully expresses all understandings of the parties concerning all matters

covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health Services; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, prior to commencing services under

this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor

under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

12. CONTRACTOR'S OFFICE: Contractor's primary business office is located at

_____.

Contractor's primary business telephone number is (____) _____ and facsimile/FAX

number is (____) _____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof.

If, during the term of this Agreement, the Corporate or other legal status of Contractor changes, or the name of the Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

13. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by providing at least ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
313 North Figueroa Street, Room 912
Los Angeles, California 90012-2659

Attention: Director and Chief Medical Officer

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor - East
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the
County of Los Angeles has caused this Agreement to be subscribed by its Interim

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

EXHIBIT A

DESCRIPTION OF SERVICES (Temporary Nursing Support Personnel Services)

1. DEFINITION: Temporary Nursing support personnel services are those professional services that are provided to County Facilities by temporary, or as-needed, nursing support staff. For purpose of this Agreement, nursing support services positions shall consist of a Certified Nursing Attendant ("CNA") and a Licensed Vocational Nurse ("LVN").

2. NURSING SUPPORT SERVICES PERSONNEL: Contractor shall ensure that all personnel providing services under this Agreement provide such services in accordance with, but not limited to, the following County requirements as described below:

A. Certified Nursing Attendant ("CNA"): CNA personnel must be currently certified as a Nursing Assistant by the State of California and have completed a nursing attendant training program, or a training assignment as a nursing attendant, or have at least six (6) months experience in providing basic nursing care services to inpatients in an acute care hospital facility.

B. Licensed Vocational Nurse ("LVN"): LVN personnel must be licensed in the State of California by the Board of Vocational Nurse and Psychiatric Technician Examiners and possess at least one (1) year experience as a LVN in

an acute care hospital inpatient care unit.

CNA and LVN personnel providing services herein must be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association.

CNA and LVN personnel must carry their current valid original CPR certification card while providing services under this Agreement. In addition, all personnel must also carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current original California State License, registration, or certificate, at all times while providing services herein.

Furthermore, all personnel providing services at acute care County Facilities herein shall have a minimum of one (1) year documented experience in an acute care facility within thirty-six (36) months of hiring and/or referral to County Facilities. Such written approval shall be in the form of a letter to Contractor from Director listing the name(s) of the person(s) referred by Contractor and shall clearly state the name of County Facility and Director's acceptance of said person(s) for provision of services at such facility.

3. SERVICES TO BE PROVIDED: During the term of this Agreement, Contractor shall provide the County Facilities listed in Exhibit "C" with the nursing support services as described herein.

A. Contractor agrees to have the following minimum number of nursing

support services personnel available for temporary assignment to County Facility(ies) on a seven (7) days per week, twenty-four (24) hours per day, basis:

<u>Nursing Support Services Positions</u>	<u>Number of Staff To Be Available</u>
CNA	####
LVN	####

Upon request, Contractor shall assign and provide to County Facilities such available personnel within the timeframe (i.e., date/start time and shift period) specified by County Facilities' personnel services request. Contractor agrees that County Facilities define the seven (7) day workweek as Sunday through Saturday.

Contractor further agrees that its personnel shall work the shift(s) requested by County Facility(ies). All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit "A" and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B".

B. If for any reason, assigned Contractor personnel are unable to report to County Facility(ies) as agreed to at the time of County Facility's request above, then Contractor must notify the County Facility(ies) immediately and shall make arrangements to provide County Facility(ies) with necessary replacement

personnel within no more than two hours of Contractor's notification to County Facility(ies).

C. Nursing support personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as required by the County Facility's Nursing Administration.

4. CONTRACTOR'S RESPONSIBILITIES: In addition to the temporary nursing support personnel services described above, and during the term of this Agreement Contractor's responsibilities shall include, but not be limited to, the following duties:

A. Providing to County, prior to the execution of this Agreement, evidence that it has, for a minimum of five (5) years, been in business as a provider of the temporary personnel services described in this Agreement. Contractor shall provide the County Department of Health Services ("DHS"), Contracts and Grants Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.

B. Staffing a Director of Nursing who shall be a full-time Registered Nurse ("RN") with current, active licensure in the State of California as an RN and who shall serve only one (1) nursing registry in this capacity and who shall be available at Contractor's local office during normal business hours (8:00 a.m.

to 5:00 p.m.), five (5) days a week, Monday through Friday and on-call twenty-four (24) hours per day, seven (7) days per week for professional nursing consultation when required by the County Facility's Nursing Administration.

C. Maintaining a local office in Southern California for use by Contractor's Director of Nursing to manage Contractor's temporary nursing support services program and to keep documentation that shall include, but not be limited to: personnel records, appropriate licenses for Contractor and Contractor's personnel, CPR certification, policies and procedures, and other certificates required by federal, State, County, and local laws, for each of Contractor's personnel providing services under this Agreement.

D. Validating the qualifications of each of Contractor's personnel providing services herein.

E. Maintaining written certification that all personnel to be assigned to provide services at County Facilities are free of infectious disease(s), have been tested and/or vaccinated as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations, in accordance with Paragraph 6, Personnel Medical Screening hereinbelow, and are physically able to perform the duties described herein.

F. Screening all Contractor personnel prior to referring such personnel to a County Facility to assure that such personnel meets the professional

qualifications and experience requirements as required by such facility and as described herein.

G. Evaluating the performance and skills of each of Contractor's personnel providing services hereunder as needed, but not less than on an annual basis in accordance with County Facility's Quality Assurance Plan.

H. Arranging at no cost to County all travel arrangements to and from Los Angeles, California, and providing and/or arranging housing as may be required for any non-local personnel to be used under this Agreement.

I. Providing each of Contractor's personnel providing services under this Agreement with written instructions on the policies and procedures to be followed while at assigned County Facilities, including, but not limited to, industrial accidents.

J. Providing County Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for each individual.

K. Ensuring that all personnel providing services herein carry their original California State License, registration or certificate at all times, in accordance with Paragraph 2, Nursing Support Personnel Services, hereinabove.

L. Maintain documentation that Contractor has verified the current status

of all licenses and/or certifications for verification by County Facility.

5. RECRUITMENT/QUALIFICATION: During the term of this Agreement, Contractor shall adhere to the following recruitment and/or qualification policies:

A. Complying with and ensuring that all personnel providing services herein comply with all The Joint Commission standards and requirements established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

B. Verifying, prior to referring its personnel to a County Facility, that all such persons have a current California license, and any other licenses and/or certifications required by federal, State, County, and local law to provide services under this Agreement and for the purposes of inspection and audit shall be made available to County upon request.

C. Assuring that any out-of-state personnel recruited to provide services herein meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. County Facilities will not accept the services of Contractor's temporary personnel with non-immigrant H-1A visa status.

D. Ensuring that its officers, employees, or agents, not hire, recruit, attempt to recruit, or cause to be recruited, any County employed CNA or LVN, as a CNA or LVN for Contractor's use.

E. Prohibiting the use of any current County employed CNA or LVN (full-time or part-time) by its officers, employees, or agents, for the provision of services herein. Further, Contractor shall not utilize any former County employed CNA and LVN (whether full-time or part-time) for the provision of services herein, unless such former County employed CNA or LVN has terminated her/his County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County employed LVN or CNA because of County budget reductions.

F. Ensuring that, prior to referring its personnel, to a County Facility, all such persons undergo and pass to the satisfaction of County, a background investigation (i.e., criminal background check) as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's personnel passes or fails the background clearance investigation.

6. PERSONNEL MEDICAL SCREENING: Contractor personnel providing services herein shall be examined by a physician licensed to practice within the United

States on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray every two years and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by the supervising physician licensed to practice within the United States. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7. STAFF DEVELOPMENT TRAINING/ORIENTATION: During the term of this Agreement, Contractor personnel providing services herein shall have participated in staff development training programs and shall attend orientation as described below:

A. Annual Staff Development Training Programs:

- (a) Blood borne pathogens precautions.
- (b) Infection control.
- (c) Patient safety (fire, electrical, disaster).
- (d) Employee right-to-know.
- (e) Toxic substances.

- (f) Patient's rights.
- (g) Child/elder abuse.
- (h) Age specific care.

Documentation that Contractor personnel attended such annual staff development training programs shall be retained by Contractor and shall be made available to County upon request. Contractor personnel not having completed any of the above staff development training programs may attend such programs at a County Facility, if such programs are offered by the County Facility. In such event, the time Contractor's personnel spend attending such required staff development training programs shall not be billed to County by Contractor.

B. Fire Card: Contractor personnel shall provide a copy of current valid Fire Card for County Facility review. Contractor personnel not having attended or completed such training may obtain the Fire Card through their respective County or City Fire Departments as required for such review above. In such event, the time and cost Contractor's personnel spend attending such required fire safety program to obtain a Fire Card shall not be billed to County by Contractor.

C. Orientation: Upon County's request, Contractor personnel providing services under this Agreement may be required to attend and participate in any

in-house orientation(s) by any County Facility listed in Exhibit C. Such orientation(s) shall be a minimum of twelve (12) hours in duration and shall be at Contractor's expense and shall not be billed to County.

In addition, all Contractor-referred personnel providing temporary personnel services at County facilities will complete a Departmental on-line Compliance Awareness Training prior to submitting the first billing for temporary services at any County facility.

8. POLICIES AND PROCEDURES FOR CONTRACTOR AND COUNTY:

A. Infection Control: If any of Contractor's personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases

(California Code of Regulations, Title 17).

B. Prohibition Against County Recruitment and Hiring of Contractor's Personnel: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that County Facilities cannot restrict access by Contractor referred personnel to such information.

In the event personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

C. Industrial Accidents: Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services at a County Facility. In any event, if any one of Contractor's personnel experiences an industrial accident, while performing services under this Agreement, such person may seek medical care at the County Facility such personnel is assigned to, or appropriate County Facility capable of treating such an accident at Contractor's expense.

Follow-up for Contractor personnel exposed to Human Immunodeficiency Virus ("HIV") positive patients (e.g. needle sticks) must be in accordance with

federal Centers for Disease Control and Prevention ("CDC") guidelines and is the responsibility of Contractor and the individual and not that of County.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures which shall be reviewed with each of Contractor's personnel as needed, but not less than on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

9. GENERAL CONDITIONS: During the term of this Agreement, Contractor shall adhere to the following conditions for the provision of services herein:

A. Contractor shall provide each of its assigned personnel with a photo identification badge, with Contractor's name and the individual's name easily visible.

B. While at County Facility, Contractor's personnel shall report to County Facility's Administrator or his/her authorized designee for specific job assignment and/or other related questions.

C. Upon reporting for and leaving work, Contractor's personnel shall sign in and out on County provided daily time sheets or timecards.

D. Prior to providing services, Contractor's personnel assigned to County

Facilities must read the County's Orientation Handbook and the Non-County Workforce Comprehensive Policy statements and sign the Acknowledgment of Conditions of Assignment and a statement provided by County Facility's Nursing Administration that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols. County may, at its own discretion, provide Contractor an orientation package to include, but not be limited to, the material referenced in this Paragraph, which Contractor must provide to its staff prior to providing services to County Facilities. Such signed acknowledgment and statement(s) shall be maintained by Contractor and made available to County Facility upon request.

E. County Facility may refuse utilization of any of Contractor personnel who do not have all appropriate certificates, licenses, and registrations, as required by federal, State, County, and local law, under this Agreement for the provision of services herein, and may refuse utilization of any Contractor personnel who do not carry their current valid original State license, registration, or certificate, and other documentation as required herein.

F. Contractor personnel who agree to perform services at County Facility, understand that while case requirements may be more difficult, Contractor's personnel workload shall not be in excess of any workload performed by a County employed CNA or LVN.

G. Contractor shall make a reasonable effort to provide the services performed by a specific individual when requested to do so by County Facility.

H. County Facility may refuse any individual whom County Facility(ies) has (have) previously requested to be removed from the provision of services.

I. County Facility, at its sole discretion, may refuse utilization of specific Contractor personnel.

J. Contractor shall immediately remove any of its personnel from County Facility premises upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services. In such cases, Contractor shall bill County Facility for the actual hours, or portion thereof, worked by said individual prior to his/her removal.

K. If County determines that Contractor continuously is unable to provide County Facility(ies) with the requested services requested by County, or if Contractor's personnel repeatedly do not report to County Facility as requested (i.e., date/start time and shift period), County may, at its sole discretion, suspend this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of suspension shall not constitute waiver of such right and the same may be exercised at any subsequent time.

L. Contractor shall not refer an individual to County Facility who lacks the

appropriate licenses and/or certificates required by federal, State, County, and local laws for the provision of services herein or who has such license and/or certificates that are determined to be in any way invalid, whether it be because of expiration, alteration or counterfeiting, and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. In the event Contractor referred such unqualified personnel, County shall withhold payment for such time worked or recoup any payments already made. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

M. The assignment of any Contractor personnel to a County Facility hereunder shall not extend beyond the expiration date of this Agreement.

10. MATERIAL BREACH AND TERMINATION:

A. Failure to comply with the provisions in this Exhibit herein, shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

B. If County determines that Contractor, or Contractor's personnel, has

in any form or manner provided falsified or misleading information regarding qualifications, certifications and/or licenses as required by federal, State, County, local law and under this Agreement, County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

PO

EXHIBIT A.1

DESCRIPTION OF SERVICES

(Temporary Hemodialysis Nursing Personnel Services)

1. DEFINITION: Hemodialysis nursing services are those professional nursing services that are provided to County Facilities by temporary, or as-needed, nursing staff. For purposes of this Agreement, hemodialysis nursing services positions shall consist of a registered nurse ("RN") trained and competent in the administration of hemodialysis and the management of patients undergoing hemodialysis procedures.

2. HEMODIALYSIS NURSING PERSONNEL SERVICES: All RN personnel providing services under this Agreement must be licensed in the State of California as an RN and meet all federal, State, County, and local requirements to perform nursing services.

RN personnel providing services herein must meet training, experience, and competencies in hemodialysis and be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association (Course C) and hemodialysis.

RN personnel must carry their current valid original CPR and hemodialysis certification cards while providing services under this Agreement. In addition, all personnel must carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current original California State License, registration, or certificate, at all times while providing

services herein.

All RN personnel providing services at acute care County Facilities herein shall have a minimum of one (1) year documented experience in an acute care facility in the United States as an RN in the specialty area requested by the County Facility within thirty-six (36) months of hiring and/or referral to County Facilities. Furthermore, RN personnel referred to County Facilities shall be required to take and successfully complete the Facility's medication competency module/examination prior to any possible assignment to a County Facility. The Facility's medication competency module/examination shall be administered by the County Facility's Nursing Administration, or his/her designee, collectively hereafter "Nursing Administrator"), on County premises. Compensation, if any, for the examination time of RN shall be the responsibility of Contractor. Upon Contractor's request, County will provide written verification of examination results to Contractor.

3. SERVICES TO BE PROVIDED: During the term of this Agreement, Contractor shall provide the County Facilities listed in Exhibit "C" with the hemodialysis nursing services as described herein.

A. Contractor agrees to have available the following minimum number of hemodialysis nursing services personnel available for temporary assignment to County Facility(ies) on a seven (7) days per week, twenty-four (24) hours per day, basis:

Hemodialysis Nursing
Services Positions

Number of Staff
To Be Available

RN

####

Upon request, Contractor shall assign and provide to County Facilities such available personnel within the timeframe (i.e., date/start time) specified by County Facilities' personnel services request. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit "A.1" and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B.1".

B. If for any reason, assigned Contractor personnel are unable to report to County Facility(ies) as agreed to at the time of County Facility's request above, then Contractor must notify the County Facility(ies) immediately and shall make arrangements to provide County Facility(ies) with necessary replacement personnel within no more than two hours of Contractor's notification to County Facility(ies).

C. Hemodialysis nursing personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as required by the County Facility's Nursing Administrator.

4. CONTRACTOR'S RESPONSIBILITIES: In addition to the hemodialysis nursing services described above, and during the term of this Agreement, Contractor's

responsibilities shall include, but not be limited to, the following duties:

A. Providing to County, prior to the execution of this Agreement, evidence that it has, for a minimum of five (5) years, been in business as a provider of the temporary personnel services described in this Agreement. Contractor shall provide the County Department of Health Services ("DHS"), Contracts and Grants Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employee Identification Numbers.

B. Staffing a Director of Nursing who shall be a full-time RN with current, active licensure in the State of California as an RN and who shall serve only one (1) nursing registry, in this capacity and who shall be available at Contractor's local office during normal business hours (8:00 a.m. to 5:00 p.m.), five (5) days a week, Monday through Friday and on-call twenty-four (24) hours per day, seven (7) days per week for professional nursing consultation when required by the County Facility's Nursing Administrator.

C. Maintaining a local office in Southern California for use by Contractor's Director of Nursing to manage Contractor's hemodialysis nursing services program and to keep documentation that shall include, but not be limited to: personnel records, appropriate licenses, CPR certification, policies and procedures, documentation on required acute care facility experience, and other certificates required by federal, State, County, and local laws, for each of

Contractor's personnel providing services under this Agreement.

D. Validating the qualifications of each of Contractor's personnel providing services herein.

E. Maintaining written certification that all personnel to be assigned to provide services at County Facilities are free of infectious disease(s), have been tested and/or vaccinated as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations, in accordance with Paragraph 6, Personnel Medical Screening hereinbelow, and are physically able to perform the duties described herein.

F. Screening all Contractor personnel prior to referring such personnel to a County Facility to assure that such personnel meets the professional qualifications and experience requirements as required by such facility and as described herein.

G. Evaluating the performance and skills of each of Contractor's RN personnel providing services hereunder as needed, but not less than on an annual basis in accordance with County Facility's Quality Assurance Plan.

H. Arranging at no cost to County all travel arrangements to and from Los Angeles, California, and providing and/or arranging housing as may be required for any non-local personnel to be used under this Agreement.

I. Providing each of Contractor's personnel providing services under this

Agreement with written instructions on the policies and procedures to be followed while at assigned County Facilities, including, but not limited to, industrial accidents.

J. Providing County Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, including proof of background investigation, as appropriate, for each individual.

K. Ensuring that all personnel providing services herein carry their original California State License, registration or certificate at all times, in accordance with Paragraph 2, Hemodialysis Nursing Personnel Services, hereinabove.

L. Maintaining documentation that Contractor has verified the current status of all licenses and/or certifications for verification by County Facility.

5. RECRUITMENT/QUALIFICATION: During the term of this Agreement, Contractor shall adhere to the following recruitment and/or qualification policies:

A. Complying with and ensuring that all personnel providing services herein comply with all The Joint Commission standards and requirements established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

B. Verifying, prior to referring its personnel to a County Facility, that its RN personnel have a current California nursing license, and any other licenses and/or certifications required by federal, State, and County, and local law and for

purposes of inspection and audit documentation substantiating qualifications to provide services under this Agreement shall be made available to County upon request.

C. Ensuring that its officers, employees, or agents, not hire, recruit, attempt to recruit, or cause to be recruited, any County employed RN for Contractor's use.

D. Prohibiting the use of any current County employed RN (full-time or part-time) by its officers, employees, or agents, as its Director of Nursing or for the provision of services herein. Further, Contractor shall not utilize any former County employed RN (whether full-time or part-time) as its Director of Nursing or for the provision of services herein, unless such former County employed RN has terminated her/his County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County employed RN because of County budget reductions.

E. Assuring that any out-of-state personnel recruited to provide services herein meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. County Facilities will not accept the services of Contractor's temporary RN personnel with non-immigrant H-1A visa status.

F. Ensuring that, prior to referring its personnel, to a County Facility, all such persons undergo and pass to the satisfaction of County, a background investigation (i.e., criminal background check) as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's personnel passes or fails the background clearance investigation.

6. PERSONNEL MEDICAL SCREENING: Contractor personnel providing services herein shall be examined by a physician licensed to practice within the United States on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray every two years and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by the supervising physician licensed to practice in the United States. In those instances where persons have no demonstrated immunity, and

have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7. STAFF DEVELOPMENT TRAINING/ORIENTATION: During the term of this Agreement, Contractor personnel providing services herein shall have participated in staff development training and shall attend orientation as described below:

A. Annual Staff Development Training Programs:

- (a) Blood borne pathogens precautions.
- (b) Infection control.
- (c) Patient safety (fire, electrical, disaster).
- (d) Employee right-to-know.
- (e) Toxic substances.
- (f) Patient's rights.
- (g) Child/elder abuse.
- (h) Age specific care.

Documentation that Contractor personnel attended such annual staff development training programs shall be retained by Contractor and shall be made available to County upon request. Contractor personnel not having completed any of the above staff development training programs may attend such programs at a County Facility, if such programs are offered by the County Facility. In such event, the time Contractor's personnel spend

attending such required staff development training programs shall not be billed to County by Contractor.

B. Fire Card: Contractor personnel shall provide a copy of current valid Fire Card for County Facility review. Contractor personnel not having attended or completed such training may obtain the Fire Card through their respective County or City Fire Departments as required for such review above. In such event, the time and cost Contractor's personnel spend attending such required fire safety program to obtain a Fire Card shall not be billed to County by Contractor.

C. Orientation: Upon County's request, Contractor personnel providing services under this Agreement may be required to attend and participate in any in-house orientation(s) by any County Facility listed in Exhibit C. Such orientation(s) (e.g., Facility and Nursing) shall be a minimum of twelve (12) hours in duration and shall be at Contractor's expense and shall not be billed to County.

In addition, all Contractor-referred personnel providing temporary personnel services at County facilities will complete a Departmental on-line Compliance Awareness Training prior to submitting the first billing for temporary services at any County facility.

8. POLICIES AND PROCEDURES FOR CONTRACTOR AND COUNTY:

A. Infection Control: If any of Contractor's personnel is diagnosed with

having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

B. Prohibition Against County Recruitment and Hiring of Contractor's Personnel: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment or County relief pools. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that County Facilities cannot restrict access by Contractor referred personnel to such information. In the event personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility

shall give reasonable notice of such fact to Contractor.

C. Industrial Accidents: Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services at a County Facility. In any event, if any one of Contractor's personnel experiences an industrial accident, while performing services under this Agreement, such person may seek medical care at the County Facility such personnel is assigned to, or appropriate County Facility capable of treating such an accident at Contractor's expense.

Follow-up for Contractor personnel exposed to Human Immunodeficiency Virus ("HIV") positive patients (e.g. needle sticks) must be in accordance with federal Centers for Disease Control and Prevention guidelines and is the responsibility of Contractor and the individual and not that of County.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures which shall be reviewed with each of Contractor's personnel as needed, but not less than on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

9. GENERAL CONDITIONS: During the term of this Agreement, Contractor shall adhere to the following conditions for the provision of services herein:

A. Contractor shall provide each of its assigned personnel with a photo identification badge, with Contractor's name and the individual's name easily visible.

B. While at County Facility, Contractor's personnel shall report to County Facility's Administrator or his/her authorized designee for specific job assignment and/or other related questions.

C. Upon reporting for and leaving work, Contractor's personnel shall sign in and out on County provided daily time sheets or timecards.

D. Prior to providing services, Contractor's personnel assigned to County Facilities must read the County's Orientation Handbook and the Non-County Workforce Comprehensive Policy statements and sign the Acknowledgment of Conditions of Assignment and sign a statement provided by County Facility's Nursing Administrator that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols. County may, at its own discretion, provide Contractor an orientation package to include, but not be limited to, the material referenced in this Paragraph, which Contractor must provide to its staff prior to providing services to County Facilities. Such signed acknowledgment and statement(s) shall be

maintained by Contractor and made available to County Facility upon request.

E. County Facility may refuse utilization of any of Contractor personnel who do not have all appropriate certificates, licenses, and registrations, as required by federal, State, County, and local law, under this Agreement for the provision of services herein, and may refuse utilization of any Contractor personnel who do not carry their current valid original State license, registration, or certificate, and other documentation as required herein.

F. Contractor personnel who agree to perform services at County Facility, understand that while case requirements may be more difficult, Contractor's personnel workload shall not be in excess of any workload performed by a County employed RN.

G. Contractor shall make a reasonable effort to provide the services performed by a specific individual when requested to do so by County Facility.

H. County Facility may refuse any individual whom County Facility(ies) has (have) previously requested to be removed from the provision of services.

I. County Facility, at its sole discretion, may refuse utilization of specific Contractor RN personnel.

J. Contractor shall immediately remove any of its personnel from County Facility premises upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care

services. In such cases, Contractor shall bill County Facility for the actual hours, or portion thereof, worked by said individual prior to his/her removal.

K. Contractor shall comply with submission of County Facility specific maintenance and biologic reports to assess and determine quality control of dialysis machines and for quality assurance. Contractor shall also comply with reporting and coordination with County Facility Infection Control Committee and mandates.

L. Contractor shall provide the following services at no cost to County Facility:

1) Telephone consultation regarding nursing care of any patient treated by Contractor's personnel.

2) Telephone and personal consultation with qualified County Facility personnel for specific patient problems.

3) Provision of written records of dialysis and hemoperfusion treatment.

4) The time necessary to set up equipment or to provide post-treatment equipment service.

M. If County determines that Contractor continuously is unable to provide County Facility(ies) with the requested services requested by County, or if Contractor's personnel repeatedly do not report to County Facility as requested (i.e., date/start time), County may, at its sole discretion, suspend this Agreement

in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of suspension shall not constitute waiver of such right and the same may be exercised at any subsequent time.

N. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for the provision of services herein who has such license and/or certificates that are determined to be in any way invalid, whether it be because of expiration, alteration or counterfeiting, and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. In the event Contractor referred such unqualified personnel, County shall withhold payment for such time worked or recoup any payments already made. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

O. The assignment of any Contractor personnel to a County Facility hereunder shall not extend beyond the expiration date of this Agreement.

10. CONTRACTOR PROVIDED EQUIPMENT: Upon County Facility request, Contractor shall provide for use by its RN personnel, any equipment necessary for the provision of treatment for Acute Episode, Acute Hemoperfusion, or Acute

Hemoperfusion with Hemodialysis when any one of the following conditions exist, as determined by County:

- A. County-owned equipment necessary for such treatment is malfunctioning.
- B. County-owned equipment necessary for such treatment is otherwise in use, or not available.
- C. Special medical needs of the patient require equipment not owned by County.

Contractor shall not be required to provide such equipment if same is unavailable to Contractor and if Contractor so notifies County Facility at the time County Facility's request is made. In the event Contractor is requested to, and does, provide equipment with its personnel for use in providing treatment, County shall pay Contractor the rate set forth therefore in Exhibit "B.1".

Contractor may store its dialysis equipment and supplies at a County Facility, providing storage space is available. For all Contractor provided dialysis equipment, Contractor shall maintain and store dialysis equipment and supplies in accordance with The Joint Commission standards and the County Facility's policies and procedures. Contractor shall provide a copy of Contractor's policies and procedures for the maintenance and storage of its dialysis equipment and supplies to the County Facility for review and approval prior to the provision of services at the County Facility.

11. MATERIAL BREACH AND TERMINATION:

A. Failure to comply with any of the provisions in this Exhibit herein shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

B. If County determines that Contractor, or Contractor's personnel, has in any form or manner provided falsified or misleading information regarding qualifications, certifications and/or licenses as required by federal, State, County, local law and under this Agreement, County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

PO:9.08

EXHIBIT A.2

DESCRIPTION OF SERVICES

(Temporary Nursing Personnel Services)

1. DEFINITION: Temporary Nursing Personnel services are those professional nursing services that are provided to County Facilities by temporary, or as-needed, nursing staff. For purpose of this Agreement, temporary nursing personnel shall consist of a registered nurse ("RN") for clinical or staff services (i.e., Labor and Delivery RN; Medical & Surgical RN; Pediatric RN; and Psychiatric RN) and a RN for critical care services (i.e., Critical Care RN Neonatal Intensive Care Unit; Critical Care RN Pediatric Intensive Care Unit; Critical Care RN Burn Intensive Care Unit and Critical Care/Adult RN).

2. NURSING PERSONNEL: Contractor shall ensure that all personnel providing services under this Agreement provide such services in accordance with, but not limited to, the following County requirements as described below:

A. Clinical or Staff RN: RN personnel providing services herein must be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association (Course C) and must carry their current valid original CPR certification while providing services under this Agreement.

All RN personnel providing noncritical care services at acute care County Facilities herein shall have a minimum of one (1) year documented experience in

an acute care facility in the United States as an RN in the specialty area requested by the County Facility within thirty-six (36) months of hiring and/or referral to County Facilities. Furthermore, RN personnel providing Labor and Delivery RN services, as described in this Exhibit, must also have and carry current certification in fetal monitoring.

B. Critical Care RN: RN personnel providing critical care services herein must be currently certified in CPR by the American Heart Association (Course C) and have current certification in Advanced Cardiac Life Support ("ACLS") from the American Heart Association and must carry their current valid original CPR and ACLS certification while providing services under this Agreement. Furthermore, RN personnel providing critical care services as described in this Exhibit, must have and carry the following additional certifications as follows:

(1) Critical Care RN Neonatal Intensive Care Unit personnel must be currently certified in Neonatal Advanced Life Support ("NALS") from the American Heart Association.

(2) Critical Care RN Pediatrics Intensive Care Unit personnel must be currently certified in Pediatric Advanced Life Support ("PALS") from the American Heart Association and have current certification in Chemotherapy.

All RN personnel providing critical care services at acute care County

Facilities herein shall have a minimum of three (3) years documented experience in an acute care facility in the United States as an RN in the specialty area requested by the County Facility within thirty-six (36) months of hiring and/or referral to County Facilities.

All RN personnel providing services under this Agreement must be licensed in the State of California as an RN and meet all federal, State, County, and local requirements to perform nursing services.

All personnel must carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current original California State License, registration, or certificate, at all times while providing services herein.

RN personnel referred to County Facilities shall be required to take and successfully complete the Facility's medication competency module/examination prior to any possible assignment to a County facility. The Facility's medication competency module/examination shall be administered by the County Facility's Nursing Administration, or his/her designee, (collectively hereafter "Nursing Administration"), on County premises. Compensation, if any, for the examination time of RN shall be the responsibility of Contractor. Upon Contractor's request, County will provide written verification of examination results to Contractor.

All RN personnel providing services must have participated and

successfully completed management of assaultive behavior ("MAB") or equivalent training.

3. SERVICES TO BE PROVIDED: During the term of this Agreement, Contractor shall provide the County Facility(ies) listed in Exhibit "C" with the temporary nursing personnel services as described herein.

A. Contractor agrees to have available the following minimum number of nursing personnel available for temporary assignment to County Facility(ies) on a seven (7) days per week, twenty-four (24) hours per day, basis:

<u>Nursing Personnel Positions</u>	<u>Number of Staff To Be Available</u>
RN/Clinic (Staff) Nurse	#####
RN/Critical Care Nurse	#####

Upon request, Contractor shall assign and provide to County Facilities such available personnel within the timeframe (i.e., date/start time and shift period) specified by County Facilities' personnel services request. Contractor agrees that County Facilities define the seven (7) day workweek as Sunday through Saturday.

Contractor further agrees that its personnel shall work the shift(s) requested by County Facility(ies). All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit "A.2" and shall be

billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B.2".

B. If for any reason, assigned Contractor personnel are unable to report to County Facility(ies) as agreed to at the time of County Facility's request above, then Contractor must notify the County Facility(ies) immediately and shall make arrangements to provide County Facility(ies) with necessary replacement personnel within no more than two hours of Contractor's notification to County Facility(ies).

C. Nursing personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as required by the County Facility's Nursing Administration.

4. CONTRACTOR'S RESPONSIBILITIES: In addition to the temporary nursing personnel services described above, and during the term of this Agreement Contractor's responsibilities shall include, but not limited to, the following duties:

A. Providing to County, prior to the execution of this Agreement, evidence that it has, for a minimum of five (5) years, been in business as a provider of the temporary personnel services described in this Agreement. Contractor shall provide the County Department of Health Services ("DHS"), Contracts and Grants Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employee Identification Numbers.

B. Staffing a Director of Nursing who shall be a full-time RN with current, active licensure in the State of California as an RN and who shall serve only one (1) nursing registry in this capacity and who shall be available at Contractor's local office during normal business hours (8:00 a.m. to 5:00 p.m.), five (5) days a week, Monday through Friday and on-call twenty-four (24) hours per day, seven (7) days per week for professional nursing consultation when required by the County Facility's Nursing Administration.

C. Maintaining a local office in Southern California for use by Contractor's Director of Nursing to manage Contractor's temporary nursing personnel services program and to keep documentation that shall include, but not be limited to: personnel records, appropriate licenses, CPR and/or ACLS, NALS, PALS certification, policies and procedures, documentation on required acute care facility experience, and other certificates required by federal, State, County, and local laws, for each of Contractor's personnel providing services under this Agreement.

D. Validating the qualifications of each of Contractor's personnel to practice nursing in the State of California and to provide services herein.

E. Maintaining written certification that all personnel to be assigned to provide services at County Facilities are free of infectious disease(s), have been tested and/or vaccinated as required by The Joint Commission and Section

70723, Title 22, California Code of Regulations, in accordance with Paragraph 6, Personnel Medical Screening hereinbelow, and are physically able to perform the duties described herein.

F. Screening all Contractor personnel prior to referring such personnel to a County Facility to assure that such personnel meets the professional qualifications and experience requirements as required by such facility and as described herein.

G. Evaluating the performance and skills of each of Contractor's RN personnel providing services hereunder as needed, but not less than on an annual basis in accordance with County Facility's Quality Assurance Plan.

H. Arranging at no cost to County all travel arrangements to and from Los Angeles, California, and providing and/or arranging housing as may be required for any non-local personnel to be used under this Agreement.

I. Providing each of Contractor's personnel providing services under this Agreement with written instructions on the policies and procedures to be followed while at assigned County Facilities, including, but not limited to, industrial accidents.

J. Providing County Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, including proof of background investigation, as appropriate, for each individual.

K. Ensuring that all personnel providing services herein carry their original California State License, registration or certificate at all times, in accordance with Paragraph 2, Nursing Personnel Services, of this Exhibit.

L. Maintaining documentation that Contractor has verified the current status of all licenses and/or certifications for verification by County Facility.

5. RECRUITMENT/QUALIFICATION: During the term of this Agreement, Contractor shall adhere to the following recruitment and/or qualification policies:

A. Complying with and ensuring that all personnel providing services herein comply with all The Joint Commission standards and requirements established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

B. Verifying, prior to referring its personnel to a County Facility, that its RN personnel have a current California nursing license, and any other licenses and/or certifications required by federal, State, and County, and local law and for purposes of inspection and audit documentation substantiating qualifications to provide services under this Agreement shall be made available to County upon request.

C. Ensuring that its officers, employees, or agents, not hire, recruit, attempt to recruit, or cause to be recruited, any County employed RN for Contractor's use.

D. Prohibiting the use of any current County employed RN (full-time or part-time) by its officers, employees, or agents, as its Director of Nursing or for the provision of services herein. Further, Contractor shall not utilize any former County employed RN (whether full-time or part-time) as its Director of Nursing or for the provision of RN services herein, unless such former County employed RN has terminated her/his County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County employed RN because of County budget reductions.

E. Assuring that any out-of-state personnel recruited to provide services herein meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. County Facilities will not accept the services of Contractor's temporary RN personnel with non-immigrant H-1A visa status.

F. Ensuring that each RN providing critical care services hereunder is qualified as follows: has three (3) years documented experience as a licensed RN, and either 1) current certification as a Critical Care Nurse (adult, neonatal, and pediatric) by the American Association of Critical Care Nurses ("AACN"), or 2) current certification as a Neonatal Critical Care Nurse from NAACOG, the organization for obstetrical, gynecological, and neonatal nurses, or 3) has

passed a County of Los Angeles approved Critical Care Nurse qualifying examination, or 4) has completed a registered nurse training program in intensive or cardiac care approved by the Joint Practices Committee of County's DHS, providing that such training program includes clinical and didactic courses in arrhythmia detection, hemo-dynamics, respiratory assessment, and utilization of electronic monitoring and life support equipment, or 5) Contractor may provide County with an opportunity to review Contractor's critical care screening tests for its employees. If such screening tests' content and minimum passing score requirements are approved as comparable to County's minimally safe critical care standards, the RN is qualified for critical care assignment. Contractor shall provide written verification of each RN's test results.

G. Ensuring that each RN providing critical care services hereunder have evidence of successful completion of critical care training equivalent to the County's Critical Care Program and that such program curriculum and test are evaluated by the County's Educational Consulting Services.

H. Ensuring that each RN providing labor and delivery services hereunder has successfully completed an approved course in fetal monitoring. Contractor shall provide each County Facility, upon first assigning its RNs, evidence that each such RN assigned labor and delivery has successfully completed such an approved fetal monitoring course. County Facility shall refuse utilization of any

Contractor's RNs if the above evidence is not provided in accordance with the provisions of this Paragraph.

I. Ensuring that, prior to referring its personnel, to a County Facility, all such persons undergo and pass to the satisfaction of County, a background investigation (i.e., criminal background check) as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's personnel passes or fails the background clearance investigation.

6. PERSONNEL MEDICAL SCREENING: Contractor personnel providing services herein shall be examined by a physician licensed to practice within the United States on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray every two years and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such

evidence shall be countersigned by the supervising physician licensed to practice within the United States. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7. STAFF DEVELOPMENT TRAINING/ORIENTATION: During the term of this Agreement, Contractor personnel providing services herein shall have participated in staff development training programs and shall attend orientation as described below:

A. Annual Staff Development Training Programs:

- (a) Blood borne pathogens precautions.
- (b) Infection control.
- (c) Patient safety (fire, electrical, disaster).
- (d) Employee right-to-know.
- (e) Toxic substances.
- (f) Patient's rights.
- (g) Child/elder abuse.
- (h) Age specific care.

Documentation that Contractor personnel attended such annual staff development training programs shall be retained by Contractor and shall be made available to County upon request. Contractor personnel not having completed any of the above staff development training programs may attend

such programs at a County Facility, if such programs are offered by the County Facility. In such event, the time Contractor's personnel spend attending such required staff development training programs shall not be billed to County by Contractor.

B. Fire Card: Contractor personnel shall provide a copy of current valid Fire Card for County Facility review. Contractor personnel not having attended or completed such training, may obtain the Fire Card through their respective County or City Fire Departments as required for such review above. In such event, the time and cost Contractor's personnel spend attending such required fire safety program to obtain a Fire Card shall not be billed to County by Contractor.

C. Orientation: Upon County's request, Contractor personnel providing services under this Agreement may be required to attend and participate in any in-house orientation(s) by any County Facility listed in Exhibit C. Such orientation(s) (e.g., Facility and Nursing) shall be a minimum of twelve (12) hours in duration and shall be at Contractor's expense and shall not be billed to County.

In addition, all Contractor-referred personnel providing temporary personnel services at County facilities will complete a Departmental on-line Compliance Awareness Training prior to submitting the first billing for temporary services at

any County facility.

8. POLICIES AND PROCEDURES FOR CONTRACTOR AND COUNTY:

A. Infection Control: If any of Contractor's personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulation, Title 17).

B. Prohibition Against County Recruitment and Hiring of Contractor's Personnel: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment or County relief pools. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that County Facilities cannot

restrict access by Contractor referred personnel to such information. In the event personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

C. Industrial Accidents: Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services at a County Facility. In any event, if any one of Contractor's personnel experiences an industrial accident, while performing services under this Agreement, such person may seek medical care at the County Facility such personnel is assigned to, or appropriate County Facility capable of treating such an accident at Contractor's expense.

Follow-up for Contractor personnel exposed to Human Immunodeficiency Virus ("HIV") positive patients (e.g., needle sticks) must be in accordance with federal Centers for Disease Control and Prevention ("CDC") guidelines and is the responsibility of Contractor and the individual and not that of County.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures which shall be reviewed with each of Contractor's personnel as needed, but not less than on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

9. GENERAL CONDITIONS: During the term of this Agreement, Contractor shall adhere to the following conditions for the provision of services herein:

A. Contractor shall provide each of its assigned personnel with a photo identification badge, with Contractor's name and the individual's name easily visible.

B. While at County Facility, Contractor's personnel shall report to County Facility's Administrator or his/her authorized designee for specific job assignment and/or other related questions.

C. Upon reporting for and leaving work, Contractor's personnel shall sign in and out on County provided daily time sheets or timecards.

D. Prior to providing services, Contractor's personnel assigned to County Facilities must read the County's Orientation Handbook and the Non-County Workforce Comprehensive Policy statements and sign the Acknowledgment of Conditions of Assignment and sign a statement provided by County Facility's Nursing Administration that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols. County may, at its own discretion, provide Contractor an orientation

package to include, but not be limited to, the material referenced in this Paragraph, which Contractor must provide to its staff prior to providing services to County Facilities. Such signed acknowledgment and statement(s) shall be maintained by Contractor and made available to County Facility upon request.

E. County Facility may refuse utilization of any of Contractor personnel who do not have all appropriate certificates, licenses, and registrations, as required by federal, State, County, and local law, under this Agreement for the provision of services herein and may refuse utilization of any Contractor personnel who do not carry their current valid original State license, registration, or certificate, and other documentation as required herein.

F. Contractor personnel who agree to perform services at County Facility, understand that while case requirements may be more difficult, Contractor's personnel workload shall not be in excess of any workload performed by a County employed RN.

G. Contractor shall make a reasonable effort to provide the services performed by a specific individual when requested to do so by County Facility.

H. County Facility may refuse any individual whom County Facility(ies) has (have) previously requested to be removed from the provision of services.

I. County Facility, at its sole discretion, may refuse utilization of specific Contractor RN personnel.

J. Contractor shall immediately remove any of its personnel from County Facility premises upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services. In such cases, Contractor shall bill County Facility for the actual hours, or portion thereof, worked by said individual prior to his/her removal.

K. If County determines that Contractor continuously is unable to provide County Facility(ies) with the requested services requested by County, or if Contractor personnel repeatedly do not report to County Facility as requested (i.e., date/start time and shift period), County may, at its sole discretion, suspend this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of suspension shall not constitute waiver of such right and the same may be exercised at any subsequent time.

L. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local laws for the provision of services herein who has such license and/or certificates that are determined to be in any way invalid, whether it be because of expiration, alteration or counterfeiting, and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. In the event Contractor referred such unqualified personnel,

County shall withhold payment for such time worked or recoup any payments already made. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

M. The assignment of any Contract personnel to a County Facility hereunder shall not extend beyond the expiration date of this Agreement.

10. MATERIAL BREACH AND TERMINATION:

A. Failure to comply with any of the provisions in this Exhibit herein, shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

B. If County determines that Contractor, or Contractor's personnel, has in any form or manner provided falsified or misleading information regarding qualifications, certifications and/or licenses as required by federal, State, County, local laws and under this Agreement, County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be

exercised at any subsequent time.

PO:9.08

EXHIBIT A.3

DESCRIPTION OF SERVICES

(Temporary Specialty Nursing and
Surgical Technician Personnel Services)

1. DEFINITION: Temporary specialty nursing and surgical personnel technician services are those professional services that are provided to County Facilities by temporary, or as-needed, nursing and surgical technician, and by clinical nurse manager staff. For purpose of this Agreement, specialty nursing and surgical technician services personnel shall consist of an Emergency Room ("ER") registered nurse ("RN"), Operating Room ("OR") registered nurse or Perioperative registered nurse, Surgical Technician, and by Clinical Nurse Manager.

2. SPECIALTY NURSING AND SURGICAL TECHNICIAN PERSONNEL: Contractor shall ensure that all personnel providing services under this Agreement provide such services in accordance with, but not limited to, the following County requirements as described below:

A. Emergency Room ("ER") Registered Nurse: ER RN personnel must meet the training, experience, and competencies in Emergency Nursing and must be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association (Course C), in Advanced Cardiac Life Support ("ACLS") from the American Heart Association, and in Pediatric Advanced Life Support ("PALS") from the American Heart Association. ER registered nurse

personnel must carry their current valid original CPR, ACLS, and PALS certifications while providing services under this Agreement. Additionally, nurse personnel providing services as a pediatric emergency room registered nurse must also be currently certified in Pediatric Advanced Life Support ("PALS") and must carry their current valid PALS certification.

Furthermore, ER RN personnel must have participated and successfully completed management of assaultive behavior ("MAB") or equivalent training.

B. Operating Room ("OR") Registered Nurse or Perioperative Registered Nurse: OR RN personnel or Perioperative Registered Nurse must meet training, experience, and competencies required in OR Nursing and/or in Perioperative Nursing and must be currently certified in CPR by the American Heart Association (Course C). OR registered nurse personnel and Perioperative registered nurse personnel must carry their valid original CPR certification while providing services under this Agreement. OR nurses must have completed an approved OR training class.

C. Surgical Technician: Surgical Technician personnel must have completed a recognized hospital or military training program in surgical technical work.

D. Clinical Nurse Manager: Clinical Nurse Manager personnel must: 1) have at a minimum one (1) year of documented charge nurse/management

and/or supervision experience overseeing the patient care delivered by various levels of nursing staff; 2) understand the requirements of all appropriate regulatory and licensing agencies and is capable to apply the requirements to the clinical areas assigned in County Facility; 3) have experience working with multi disciplinary health care team to ensure quality health care is delivered to all patients and opportunities to improve are identified and addressed; 4) provide appropriate guidance and training to staff to improve performance and adherence to County Facility's policies and procedures; and 5) work collaboratively with County management staff to oversee adherence to policies and procedures and to provide information to County management staff on matters related to employee discipline.

All personnel must carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current valid original California State License, registration, or certificate, at all times while providing services herein.

All Contractor RN personnel to be assigned to provide services at acute care County Facilities herein shall have a minimum of one (1) year documented experience in an acute care facility in the United States as an RN in the specialty area requested by the County Facility within thirty-six (36) months of hiring and/or referral to County Facilities. Furthermore, RN personnel referred to County Facilities shall be required to

take and successfully complete the Facility's medication competency module/examination prior to any possible assignment to a County facility. The Facility's medication competency module/examination shall be administered by the County Facility's Nursing Administration, or his/her designee, (collectively hereafter "Nursing Administration"), on County premises. Compensation, if any, for the examination time of RN shall be the responsibility of Contractor. Upon Contractor's request, County will provide written verification of examination results to Contractor.

3. SERVICES TO BE PROVIDED: During the term of this Agreement, Contractor shall provide the County Facility(ies) listed in Exhibit "C" with the specialty nursing and surgical technician personnel services as described herein.

A. Contractor agrees to have the following minimum number of specialty nursing and surgical technician services personnel available for temporary assignment to County Facility(ies) on a seven (7) days per week, twenty-four (24) hours per day, basis.

<u>Specialty Nursing & Surgical Technician Services Positions</u>	<u>Number of Staff To Be Available</u>
RN Emergency Room	####
RN Operating Room	####
RN Perioperative	####
Surgical Technician	####

Clinical Nurse Manager

####

Upon request, Contractor shall assign and provide to County Facilities such available personnel within the timeframe (i.e., date/start time and shift period) specified by County Facilities' personnel services request. Contractor agrees that County Facilities define the seven (7) day workweek as Sunday through Saturday. Contractor further agrees that its personnel shall work the shift(s) requested by County Facility(ies). All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit "A.3" and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B.3".

B. If for any reason, assigned Contractor personnel are unable to report to County Facility(ies) as agreed to at the time of County Facility's request above, then Contractor must notify the County Facility(ies) immediately and shall make arrangements to provide County Facility(ies) with necessary replacement personnel within no more than two hours of Contractor's notification to County Facility(ies).

C. Specialty nursing and surgical technician personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as required by the County Facility's Nursing

Administration.

4. CONTRACTOR'S RESPONSIBILITIES: In addition to the temporary specialty nursing and surgical technician personnel services described above, and during the term of this Agreement Contractor's responsibilities shall include, but not limited to, the following duties:

A. Providing to County, prior to the execution of this Agreement, evidence that it has, for a minimum of five (5) years, been in business as a provider of the temporary personnel services described in this Agreement. Contractor shall provide the County Department of Health Services ("DHS"), Contracts and Grants Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employee Identification Numbers.

B. Staffing a Director of Nursing, who shall be a full-time RN with current, active licensure in the State of California as an RN and who shall serve only one (1) nursing registry in this capacity and who shall be available at Contractor's local office during normal business hours (8:00 a.m. to 5:00 p.m.), five (5) days a week, Monday through Friday and on-call twenty-four (24) hours per day, seven (7) days per week for professional nursing consultation when required by the County Facility's Nursing Administration.

C. Maintaining a local office in Southern California for use by Contractor's Director of Nursing to manage Contractor's temporary nursing personnel

services program and to keep documentation that shall include, but not be limited to: personnel records, appropriate licenses, CPR and/or ACLS and PALS certification, policies and procedures, documentation on required acute care facility experience, and other certificates required by federal, State, County, and local laws, for each of Contractor's personnel providing services under this Agreement.

D. Validating the qualifications of each of Contractor's personnel to practice nursing and provide the specialty services described herein in the State of California.

E. Maintaining written certification that all personnel to be assigned to provide services at County Facilities are free of infectious disease(s), have been tested and/or vaccinated as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations, in accordance with Paragraph 6, Personnel Medical Screening hereinbelow, and are physically able to perform the duties described herein.

F. Screening all Contractor personnel prior to referring such personnel to a County Facility to assure that such personnel meets the professional qualifications and experience requirements as required by such facility and as described herein.

G. Evaluating the performance and skills of each of Contractor's personnel

providing services hereunder as needed, but not less than on an annual basis in accordance with County Facility's Quality Assurance Plan.

H. Arranging at no cost to County all travel arrangements to and from Los Angeles, California, and providing and/or arranging housing as may be required for any non-local personnel to be used under this Agreement.

I. Providing each of Contractor's personnel providing services under this Agreement with written instructions on the policies and procedures to be followed while at assigned County Facilities, including, but not limited to, industrial accidents.

J. Providing County Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, including proof of background investigation, as appropriate, for each individual.

K. Ensuring that all personnel providing services herein carry their original California State License, registration or certificate at all times, in accordance with Paragraph 2, Specialty Nursing and Surgical Technician Personnel Services, of this Exhibit.

L. Maintaining documentation that Contractor has verified the current status of all licenses and/or certifications for verification by County Facility.

5. RECRUITMENT/QUALIFICATION: During the term of this Agreement, Contractor shall adhere to the following recruitment and/or qualification policies:

A. Complying with and ensuring that all personnel providing services herein comply with all The Joint Commission standards and requirements established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

B. Verifying, prior to referring its personnel to a County Facility, that all such persons have a current California license, and any other licenses and/or certifications required by federal, State, and County, and local law and for purposes of inspection and audit documentation substantiating qualifications to provide services under this Agreement shall be made available to County upon request.

C. Ensuring that its officers, employees, or agents, not hire, recruit, attempt to recruit, or cause to be recruited, any County employed RN or surgical technician for Contractor's use.

D. Prohibiting the use of any current County employed RN (full-time or part-time) by its officers, employees, or agents, as its Director of Nursing or for the provision of services herein. Further, Contractor shall not utilize any former County employed RN (whether full-time or part-time) as its Director of Nursing or for the provision of RN services herein, unless such former County employed RN has terminated her/his County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e.,

laid off) of such former County employed RN because of County budget reductions.

E. Prohibiting the use of any current County employed surgical technician (full-time or part-time) by its officers, employees, or agents, for the provision of services herein. Further, Contractor shall not utilize any former County employed surgical technician (whether full-time or part-time) for the provision of services herein, unless such former County employed surgical technician has terminated her/his County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County employed surgical technician because of County budget reductions.

F. Assuring that any out-of-state personnel recruited to provide services herein meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. County Facilities will not accept the services of Contractor's temporary RN personnel and surgical technicians with non-immigrant H-1A visa status.

G. Ensuring that each RN providing emergency services hereunder has evidence of successful completion of an ER training course or equivalent to the County's ER Program and that such program curriculum and test are evaluated and determined acceptable by the County's Educational Consulting Services.

H. Ensuring that, prior to referring its personnel, to a County Facility, all such persons undergo and pass to the satisfaction of County, a background investigation (i.e., criminal background check) as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's personnel passes or fails the background clearance investigation.

6. PERSONNEL MEDICAL SCREENING: Contractor personnel providing services herein shall be examined by a physician licensed to practice within the United States on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray every two years and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by the supervising physician licensed to practice within the United States. In those instances where persons have no demonstrated immunity,

and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7. STAFF DEVELOPMENT TRAINING/ORIENTATION: During the term of this Agreement, Contractor personnel providing services herein shall have participated in staff development training programs and shall attend orientation as described below:

A. Annual Staff Development Training Programs:

- (a) Blood borne pathogens precautions.
- (b) Infection control.
- (c) Patient safety (fire, electrical, disaster).
- (d) Employee right-to-know.
- (e) Toxic substances.
- (f) Patient's rights.
- (g) Child/elder abuse.
- (h) Age specific care.

Documentation that Contractor personnel attended such annual staff development training programs shall be retained by Contractor and shall be made available to County upon request. Contractor personnel not having completed any of the above staff development training programs may attend such programs at a County Facility, if such programs are offered by the County Facility. In such event, the time Contractor's personnel spend attending such

required staff development training programs shall not be billed to County by Contractor.

B. Fire Card: Contractor personnel shall provide a copy of current valid Fire Card for County Facility review. Contractor personnel not having attended or completed such training may obtain the Fire Card through their respective County or City Fire Departments as required for such review above. In such event, the time and cost Contractor's personnel spend attending such required fire safety program to obtain a Fire Card shall not be billed to County by Contractor.

C. Orientation: Upon County's request, Contractor personnel providing services under this Agreement may be required to attend and participate in any in-house orientation(s) by any County Facility listed in Exhibit C. Such orientation(s) (e.g., Facility and Nursing) shall be a minimum of twelve (12) hours in duration and shall be at Contractor's expense and shall not be billed to County.

In addition, all Contractor-referred personnel providing temporary personnel services at County facilities will complete a Departmental on-line Compliance Awareness Training prior to submitting the first billing for temporary services at any County facility.

8. POLICIES AND PROCEDURES FOR CONTRACTOR AND COUNTY:

A. Infection Control: If any of Contractor's personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

B. Prohibition Against County Recruitment and Hiring of Contractor's Personnel: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment or County relief pools. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that County Facilities cannot restrict access by Contractor referred personnel to such information. In the

event personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

C. Industrial Accidents: Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services at a County Facility. In any event, if any one of Contractor's personnel experiences an industrial accident, while performing services under this Agreement, such person may seek medical care at the County Facility such personnel is assigned to, or appropriate County Facility capable of treating such an accident at Contractor's expense.

Follow-up for Contractor personnel exposed to Human Immunodeficiency Virus ("HIV") positive patients (e.g. needle sticks) must be in accordance with federal Centers for Disease Control and Prevention ("CDC") guidelines and is the responsibility of Contractor and the individual and not that of County.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures which shall be reviewed with each of Contractor's personnel as needed, but not less than on an annual basis.

A copy of the above policies and procedures shall be retained by

Contractor and made available to County upon request for purposes of inspection and audit.

9. GENERAL CONDITIONS: During the term of this Agreement, Contractor shall adhere to the following conditions for the provision of services herein:

A. Contractor shall provide each of its assigned personnel with a photo identification badge, with Contractor's name and the individual's name easily visible.

B. While at County Facility, Contractor's personnel shall report to County Facility's Administrator or his/her authorized designee for specific job assignment and/or other related questions.

C. Upon reporting for and leaving work, Contractor's personnel shall sign in and out on County provided daily time sheets or timecards.

D. Prior to providing services, Contractor's personnel assigned to County Facilities must read the County's Orientation Handbook and the Non-County Workforce Comprehensive Policy statements and sign the Acknowledgment of Conditions of Assignment and sign a statement provided by County Facility's Nursing Administration that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols. County may, at its own discretion, provide Contractor an orientation package to include, but not be limited to, the material referenced in this

Paragraph, which Contractor must provide to its staff prior to providing services to County Facilities. Such signed acknowledgment and statement(s) shall be maintained by Contractor and made available to County Facility upon request.

E. County Facility may refuse utilization of any of Contractor personnel who do not have all appropriate certificates, licenses, and registrations, as required by federal, State, County, and local law, under this Agreement for the provision of services herein, and may refuse utilization of any Contractor personnel who do not carry their current valid original State license, registration, or certificate, and other documentation as required herein.

F. Contractor personnel who agree to perform services at County Facility, understand that while case requirements may be more difficult, Contractor's personnel workload shall not be in excess of any workload performed by a County employed ER registered nurse, OR registered nurse, or surgical technician.

G. Contractor shall make a reasonable effort to provide the services of a specific individual when requested to do so by County Facility.

H. County Facility may refuse any individual whom County Facility(ies) has (have) previously requested to be removed from the provision of services.

I. County Facility, at its sole discretion, may refuse utilization of specific Contractor personnel.

J. Contractor shall immediately remove any of its personnel from County Facility premises upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services. In such cases, Contractor shall bill County Facility for the actual hours, or portion thereof, worked by said individual prior to his/her removal.

K. If County determines that Contractor continuously is unable to provide County Facility(ies) with the requested services requested by County, or if Contractor's personnel repeatedly do not report to County Facility as requested (i.e., date/start time and shift period), County may, at its sole discretion, suspend this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of suspension shall not constitute waiver of such right and the same may be exercised at any subsequent time.

L. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local laws for the provision of services herein who has such license and/or certificates that are determined to be in any way invalid, whether it be because of expiration, alteration or counterfeiting, and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. In the event Contractor referred such unqualified personnel,

County shall withhold payment for such time worked or recoup any payments already made. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

M. The assignment of any Contractor personnel to a County Facility hereunder shall not extend beyond the expiration date of this Agreement.

10. MATERIAL BREACH AND TERMINATION:

A. Failure to comply with any of the provisions in this Exhibit herein, shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

B. If County determines that Contractor, or Contractor's personnel has in any form or manner provided falsified or misleading information regarding qualifications, certifications and/or licenses as required by federal, State, County, local laws and under this Agreement, County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be

exercised at any subsequent time.

PO:9.08

EXHIBIT A.4

DESCRIPTION OF SERVICES

(Temporary Mental Health Assistant/Psychiatric Technician Personnel Services)

1. DEFINITION: Temporary Mental Health Assistant/Psychiatric Personnel Technician services are those professional services that are provided to County Facilities by temporary, or as-needed, staff to assist the Facilities in the management of assaultive patient behavior, primarily in the Facilities' psychiatric emergency departments and inpatient units. For the purpose of this Agreement, these services shall be provided only by qualified Mental Health Assistants and Psychiatric Technicians, in accordance with the requirements set forth in this Exhibit A.4.

2. MENTAL HEALTH ASSISTANT/PSYCHIATRIC TECHNICIAN PERSONNEL: Contractor shall ensure that all personnel providing services under this Agreement provide such services in accordance with, but not limited to, the following County requirements as follows.

A. Mental Health Assistant: Mental Health Assistant personnel must be currently certified as a Nursing Assistant by the State of California and have completed a nursing attendant training program, or a training assignment as a nursing attendant, or have at least six (6) months experience in providing basic nursing care services to inpatients in an acute care hospital facility. Additionally, all Mental Health Assistant personnel must have the physical capability to manage assaultive patient behavior and must be trained in and have passed a

post-test in a nationally recognized management of assaultive behavior ("MAB") training course.

B. Psychiatric Technician: In addition to any other requirements specified in law and/or regulation, Psychiatric Technician personnel must have a current, valid license issued by the State of California to practice as a Psychiatric Technician. All Psychiatric Technician personnel must be in good standing with the State of California Board of Vocational Nurse and Psychiatric Technicians Examiners and any succeeding entity. Additionally, all Psychiatric Technician personnel must have the physical capability to manage assaultive patient behavior and must be trained in and have passed a post-test in a nationally recognized management of assaultive behavior training course.

Mental Health Assistant/Psychiatric Technician personnel providing services herein must be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association. Mental Health Assistant and Psychiatric Technician personnel must carry their current valid original CPR certification card while providing services under this Agreement. In addition, all personnel must also carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current original California State License, registration, or certificate, at all times while providing services herein.

Furthermore, all personnel providing services at acute care County Facilities herein shall have a minimum of one (1) year experience in an acute care facility within

thirty-six (36) months of hiring and/or referral to County Facilities. Such written approval shall be in the form of a letter to Contractor from Director listing the name(s) of the person(s) referred by Contractor and shall clearly state the name of County Facility and Director's acceptance of said person(s) for provision of services at such facility.

3. SERVICES TO BE PROVIDED: During the term of this Agreement, Contractor shall provide the County Facilities listed in Exhibit "C" with the Mental Health Assistant/Psychiatric Technician services and personnel as described herein.

A. Contractor agrees to have sufficient personnel available in the categories of Mental Health Assistant/Psychiatric Technician for temporary assignment to County Facility(ies) on a seven (7) days per week, twenty-four (24) hours per day, basis. Contractor agrees to have the following minimum number of Mental Health Assistant/Psychiatric Technician personnel:

<u>Mental Health Assistant/ Psychiatric Technician Positions</u>	<u>Number of Staff To Be Available</u>
Mental Health Assistant	###
Psychiatric Technician	###

Upon request, Contractor shall assign and provide to County Facilities such personnel within the timeframe (i.e., date/start time and shift period) specified by County Facilities' personnel services request. Contractor agrees that County Facilities define the seven (7) day workweek as Sunday through Saturday. Contractor further agrees that its personnel shall work the shift(s) requested by

County Facility(ies). All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit "A.4" and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B.4".

B. If for any reason, assigned Contractor personnel are unable to report to County Facility(ies) as agreed to at the time of County Facility's request above, then Contractor must notify the County Facility(ies) immediately and shall make arrangements to provide County Facility(ies) with necessary replacement personnel within no more than two hours of Contractor's notification to County Facility(ies).

C. Mental Health Assistant/Psychiatric Technician personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as required by the County Facility's Administration.

4. CONTRACTOR'S RESPONSIBILITIES: In addition to the temporary Mental Health Assistant/Psychiatric Technician personnel services described above, and during the term of this Agreement Contractor's responsibilities shall include, but not be limited to, the following duties:

A. Providing to County, prior to the execution of this Agreement, evidence that it has, for a minimum of five (5) years, been in business as a provider of the temporary personnel services described in this Agreement. Contractor shall provide the County Department of Health Services ("DHS"), Contracts and

Grants Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.

B. Maintaining a local office in Southern California for use by Contractor to manage Contractor's Mental Health Assistant/Psychiatric Technician services and to keep documentation that shall include, but not be limited to: personnel records, appropriate licenses for Contractor and Contractor's personnel, CPR certification, policies and procedures, and other certificates required by federal, State, County, and local laws, for each of Contractor's personnel providing services under this Agreement.

C. Validating the qualifications of each of Contractor's personnel providing services herein.

D. Maintaining written certification that all personnel to be assigned to provide services at County Facilities are free of infectious disease(s), have been tested and/or vaccinated as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations, in accordance with Paragraph 6, Personnel Medical Screening hereinbelow, and are physically able to perform the duties described herein.

E. Screening all Contractor personnel prior to referring such personnel to a County Facility to assure that such personnel meets the professional qualifications and experience requirements as required by such facility and as described herein.

F. Evaluating the performance and skills of each of Contractor's personnel

providing services hereunder as needed, but not less than on an annual basis in accordance with County Facility's Quality Assurance Plan.

G. Arranging at no cost to County all travel arrangements to and from Los Angeles, California, and providing and/or arranging housing as may be required for any non-local personnel to be used under this Agreement.

H. Providing each of Contractor's personnel providing services under this Agreement with written instructions on the policies and procedures to be followed while at assigned County Facilities, including, but not limited to, industrial accidents.

I. Providing County Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, including proof of background investigation, as appropriate, for each individual.

J. Ensuring that all personnel providing services herein carry their original California State License, registration or certificate at all times, in accordance with Paragraph 2, Mental Health Assistant/Psychiatric Technician Personnel Services, hereinabove.

K. Maintain documentation that Contractor has verified the current status of all licenses and/or certifications for verification by County Facility.

5. RECRUITMENT/QUALIFICATION: During the term of this Agreement, Contractor shall adhere to the following recruitment and/or qualification policies:

A. Complying with and ensuring that all personnel providing services herein comply with all The Joint Commission standards and requirements

established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

B. Verifying, prior to referring its personnel to a County Facility, that all such persons have a current California license, and any other licenses and/or certifications required by federal, State, County, and local law to provide services under this Agreement and for the purposes of inspection and audit shall be made available to County upon request.

C. Assuring that any out-of-state personnel recruited to provide services herein meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. County Facilities will not accept the services of Contractor's temporary personnel with non-immigrant H-1A visa status.

D. Ensuring that its officers, employees, or agents, not hire, recruit, attempt to recruit, or cause to be recruited, any County employed Mental Health Assistant/Psychiatric Technician for Contractor's use.

E. Prohibiting the use of any current County employed Mental Health Assistant/Psychiatric Technician (full-time or part-time) by its officers, employees, or agents, for the provision of services herein. Further, Contractor shall not utilize any former County employed Mental Health Assistant/Psychiatric Technician (whether full-time or part-time) for the provision of services herein, unless such former County employed Mental Health Assistant/Psychiatric Technician has terminated her/his County employment at least three (3) months

prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County employed Mental Health Assistant/Psychiatric Technician because of County budget reductions.

F. Ensuring that, prior to referring its personnel, to a County Facility, all such persons undergo and pass to the satisfaction of County, a background investigation (i.e., criminal background check) as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's personnel passes or fails the background clearance investigation.

6. PERSONNEL MEDICAL SCREENING: Contractor personnel providing services herein shall be examined by a physician licensed to practice within the United States on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray every two years and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by the supervising physician licensed to practice within

the United States. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7. STAFF DEVELOPMENT TRAINING/ORIENTATION: During the term of this Agreement, Contractor personnel providing services herein shall have participated in staff development training programs and shall attend orientation as described below:

A. Annual Staff Development:

- (a) Blood borne pathogens precautions.
- (b) Infection control.
- (c) Patient safety (fire, electrical, disaster).
- (d) Employee right-to-know.
- (e) Toxic substances.
- (f) Patient's rights.
- (g) Child/elder abuse.
- (h) Age specific care.

Documentation that Contractor personnel attended such annual staff development training programs shall be retained by Contractor and shall be made available to County upon request. Contractor personnel not having completed any of the above staff development training programs may attend such programs at a County Facility, if such programs are offered by the County Facility. In such event, the time Contractor's personnel spend attending such required staff development training programs shall not be billed to County by

Contractor.

B. Fire Card: Contractor personnel shall provide a copy of current valid Fire Card for County Facility review. Contractor personnel not having attended or completed such training may obtain the Fire Card through their respective County or City Fire Departments as required for such review above. In such event, the time and cost Contractor's personnel spend attending such required fire safety program to obtain a Fire Card shall not be billed to County by Contractor.

C. Orientation: Upon County's request, Contractor personnel providing services under this Agreement may be required to attend and participate in any in-house orientation(s) by any County Facility listed in Exhibit C. Such orientation(s) shall be a minimum of twelve (12) hours in duration and shall be at Contractor's expense and shall not be billed to County.

In addition, all Contractor-referred personnel providing temporary personnel services at County facilities will complete a Departmental on-line Compliance Awareness Training prior to submitting the first billing for temporary services at any County facility.

8. POLICIES AND PROCEDURES FOR CONTRACTOR AND COUNTY:

A. Infection Control: If any of Contractor's personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such

an occurrence to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

B. Prohibition Against County Recruitment and Hiring of Contractor's Personnel: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that County Facilities cannot restrict access by Contractor referred personnel to such information.

In the event personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

C. Industrial Accidents: Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services at a County Facility. In any event, if any one of Contractor's personnel

experiences an industrial accident, while performing services under this Agreement, such person may seek medical care at the County Facility such personnel is assigned to, or appropriate County Facility capable of treating such an accident at Contractor's expense.

Follow-up for Contractor personnel exposed to Human Immunodeficiency Virus ("HIV") positive patients (e.g. needle sticks) must be in accordance with federal Centers for Disease Control and Prevention ("CDC") guidelines and is the responsibility of Contractor and the individual and not that of County.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures which shall be reviewed with each of Contractor's personnel as needed, but not less than on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

9. GENERAL CONDITIONS: During the term of this Agreement, Contractor shall adhere to the following conditions for the provision of services herein:

A. Contractor shall provide each of its assigned personnel with a photo identification badge, with Contractor's name and the individual's name easily visible.

B. While at County Facility, Contractor's personnel shall report to County Facility's Administrator or his/her authorized designee for specific job assignment

and/or other related questions.

C. Upon reporting for and leaving work, Contractor's personnel shall sign in and out on County provided daily time sheets or timecards.

D. Prior to providing services, Contractor's personnel assigned to County Facilities must read the County's Orientation Handbook and the Non-County Workforce Comprehensive Policy statements and sign the Acknowledgment of Conditions of Assignment and sign a statement provided by County Facility's Administration that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols. County may, at its own discretion, provide Contractor an orientation package to include, but not be limited to, the material referenced in this Paragraph, which Contractor must provide to its staff prior to providing services to County Facilities. Such signed acknowledgment and statement(s) shall be maintained by Contractor and made available to County Facility upon request.

E. County Facility may refuse utilization of any of Contractor personnel who do not have all appropriate certificates, licenses, and registrations, as required by federal, State, County, and local law, under this Agreement for the provision of services herein, and may refuse utilization of any Contractor personnel who do not carry their current valid original State license, registration, or certificate, and other documentation as required herein.

F. Contractor personnel who agree to perform services at County Facility, understand that while case requirements may be more difficult, Contractor's

personnel workload shall not be in excess of any workload performed by a County employed Mental Health Assistant/Psychiatric Technician.

G. Contractor shall make a reasonable effort to provide the services performed by a specific individual when requested to do so by County Facility.

H. County Facility may refuse any individual whom County Facility(ies) has (have) previously requested to be removed from the provision of services.

I. County Facility, at its sole discretion, may refuse utilization of specific Contractor personnel.

J. Contractor shall immediately remove any of its personnel from County Facility premises upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services. In such cases, Contractor shall bill County Facility for the actual hours, or portion thereof, worked by said individual prior to his/her removal.

K. If County determines that Contractor continuously is unable to provide County Facility(ies) with the requested services requested by County, or if Contractor's personnel repeatedly do not report to County Facility as requested (i.e., date/start time and shift period), County may, at its sole discretion, suspend this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of suspension shall not constitute waiver of such right and the same may be exercised at any subsequent time.

L. If Contractor refers an individual to County Facility who lacks the

appropriate licenses and/or certificates required by federal, State, County, and local laws for the provision of services herein who has such license and/or certificates that are determined to be in any way invalid, whether it be because of expiration, alteration or counterfeiting, and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. In the event Contractor referred such unqualified personnel, County shall withhold payment for such time worked or recoup any payments already made. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

M. The assignment of any Contractor personnel to a County Facility hereunder shall not extend beyond the expiration date of this Agreement.

10. MATERIAL BREACH AND TERMINATION:

A. Failure to comply with the provisions in this Exhibit A.4, shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement in accordance with the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

B. If County determines that Contractor, or Contractor's personnel, has in any form or manner provided falsified or misleading information regarding qualifications, certifications and/or licenses as required by federal, State, County,

local law and under this Agreement, County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

PO:9.08

EXHIBIT B

BILLING AND PAYMENT

(Temporary Nursing Support Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears for the actual number of hours worked by Contractor personnel, in accordance with the terms, conditions, and rates set forth herein. No party to this Agreement can change any of the terms of the Agreement except as amended and approved by the Board of Supervisors. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided, name and discipline (CNA and LVN) of the person who provided services, date(s) and hours worked, hourly rate, County Facility area and unit code, and any other charges or credits, as set forth in this Agreement. County Facility may require that Contractor also prepare a summary schedule reflecting the charges per unit code.

Billings and the summary schedule, if required by County Facility, shall be prepared and forwarded to the appropriate County Facility by Contractor, to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

During the term of this Agreement, Director may require that Contractor provide billing information as described above in an electronic billing format. In the event Director requires such electronic billing, Director will provide Contractor with at least thirty (30) calendar day's prior written notification. Such notification shall include, but not be limited to, the specific information and report format required.

For purposes of this Agreement, the definitions and payment provisions described herein shall apply.

2. RATES: County will reimburse Contractor for per diem temporary nursing support personnel services provided under this Agreement at an amount not to exceed the following rates set forth herein in this Exhibit.

A. <u>Personnel Services</u>	<u>Shift</u>	<u>Hourly Rate</u>
<u>Per Diem:</u>		
Certified Nursing Attendant (CNA)	8 hours	\$24.00
Licensed Vocational Nurse (LVN)	8 hours	\$37.00
Certified Nursing Attendant (CNA)	12 hours	\$29.00
Licensed Vocational Nurse (LVN)	12 hours	\$43.00

B. Overtime Compensation: County will reimburse Contractor for temporary nursing support personnel services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

(1) Overtime rates for per diem nursing support personnel services

set forth herein shall be applicable only on a daily basis. Overtime for per diem nursing support personnel services is defined and compensated as follows:

(a) Hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County up to and including a maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility.

(b) For nursing support personnel who work over eight (8) hours per day at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only in accordance and compliance with wage and hour laws.. For nursing support personnel who work over twelve (12) hours per day at a County Facility, County shall pay two (2) times the hourly rate set forth herein for the actual overtime worked only.

(c) Overtime shall not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

(d) Except to the extent overtime rates or additional work hours/shifts are authorized for per diem nursing support personnel herein, County shall not be responsible for overtime for Contractor's per diem personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(e) Contractor's nursing support personnel working at any one County Facility or combination of County Facilities, shall work no more than four (4) twelve (12) hours consecutive shifts or five (5) eight (8) hours consecutive shifts inclusive of all County and private facilities. At County's sole discretion, the County Facility's Chief Nursing Officer, may approve additional work hours/shifts. Such approval shall be documented and maintained on file.

3. HOLIDAY COMPENSATION: County will reimburse Contractor for temporary nursing support personnel services provided under this Agreement on a holiday based on the rates and conditions set forth herein in this Exhibit.

A. For purposes of this Agreement, the following are the holidays compensated:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY

(4) LABOR DAY

(5) THANKSGIVING DAY

(6) CHRISTMAS DAY

B. Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate.

C. In the event a Holiday falls within a workweek that is more than 40 hours, the Holiday overtime will not affect any additional overtime the employee may be entitled to.

D. For purposes of this Agreement, no other holidays, whether recognized or created by the State, Federal or County government(s) during the term of this Agreement shall be considered holidays.

4. GENERAL CONDITIONS: During the term of this Agreement, the following general conditions shall apply:

A. The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor herein. Payment to Contractor shall be only for the actual number of hours worked by Contractor's nursing support personnel. Contractor shall pay the wages of all Contractor's nursing support personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability

Insurance payments, if applicable.

B. County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels a request with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

C. If County Facility requests Contractor's personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of scheduled shift start, County Facility shall pay Contractor only for the actual hours worked (rounded up to the nearest hour).

D. If County Facility requests Contractor's personnel after the start of a shift and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

E. If Contractor's personnel begins a shift at a County Facility at the scheduled time and County Facility determines within two (2) hours of the start of

the scheduled shift that Contractor's personnel are not needed, County Facility may release Contractor's personnel from work and pay Contractor a maximum of four (4) hours of service. If Contractor's personnel arrives after the scheduled time of the shift and County Facility determines within two (2) hours of the start of the shift that Contractor's personnel are not needed, County Facility shall pay Contractor for only the actual hours worked (rounded to the nearest hour).

F. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

PO

EXHIBIT B.1

BILLING AND PAYMENT (Temporary Hemodialysis Nursing Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions, and rates set forth herein. No party to this Agreement can change any of the terms of the Agreement except as amended and approved by the Board of Supervisors. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care), name and discipline (e.g. RN) of the person who provided services, date(s) and hours worked, hourly rate, County Facility area and unit code, and any other charges or credits, as set forth in this Agreement. County Facility may require that Contractor also prepare a summary schedule reflecting the charges per unit code.

Billings and the summary schedule, if required by County Facility, shall be prepared and forwarded to the appropriate County Facility by Contractor, to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

During the term of this Agreement, Director may require that Contractor provide billing information as described above in an electronic billing format. In the event

Director requires such electronic billing, Director will provide Contractor with at least thirty (30) calendar days' prior written notification. Such notification shall include, but not be limited to, the specific information and report format required.

For purposes of this Agreement, the definitions and payment provisions described herein shall apply.

2. RATES: County will reimburse Contractor for temporary hemodialysis nursing personnel services provided under this Agreement at an amount not to exceed the rates set forth herein in this Exhibit.

A. Service Rates:

<u>Services With Contractor Equipment</u>	<u>Rate</u>
Per Treatment/Chronic Unit	\$309.00*
Per Treatment/Acute Unit	\$503.00
Per Treatment/Acute Hemoperfusion	\$509.00+
Per Treatment/Acute Hemoperfusion with Hemodialysis	\$603.00+
 <u>Services without Contractor Equipment</u>	 <u>Rate</u>
Per Treatment/Acute Unit	\$323.00*
Per Treatment/Acute Hemoperfusion.	\$363.00*
Per Treatment/Acute Hemoperfusion with Hemodialysis	\$437.00*

<u>Call Back</u>	<u>Rate</u>
Call Back Rate	\$55.00 per hour**

- | |
|---|
| <p>+ = Plus cost of hemodetoxifier, not to exceed \$309.00</p> <p>* = Rate for up to five and one-third (5 1/3) hours of treatment time, not to include equipment set up time or post-treatment equipment service.</p> <p>** = Minimum of \$160.00 for up to three (3) hours of service. Thereafter County shall reimburse at the hourly call back rate indicated herein.</p> |
|---|

B. Overtime Compensation: Overtime compensation is not applicable for RNs providing hemodialysis services herein. Contractor's RNs working at any one County Facility or combination of County Facilities shall work no more than a maximum of sixty-four (64) hours in any seven (7) day period, inclusive of all County and private facilities.

C. Holiday Compensation: Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate. For purposes of this Agreement, the following are the holidays:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY
- (4) LABOR DAY
- (5) THANKSGIVING DAY
- (6) CHRISTMAS DAY

For purposes of this Agreement, no other holidays, whether recognized or created by the State, Federal or County government(s) during the term of this Agreement shall be considered holidays.

The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor hereunder. Payment to Contractor shall be only for the actual number of treatments/hours worked by Contractor's RN personnel. Contractor shall pay the wages of all of Contractor's RN personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability Insurance payments, as applicable.

3. -- GENERAL CONDITIONS: During the term of this Agreement, the following general conditions shall apply:

A. The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor herein. Payment to Contractor shall be only for the actual service provided by Contractor's hemodialysis nursing personnel. Contractor shall pay the wages of all Contractor's hemodialysis nursing personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability Insurance payments, if applicable.

B. County Facility may change or cancel any request for Contractor hemodialysis services without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility

changes or cancels a request for Contractor hemodialysis services with less than two (2) hours prior notice, and such RN personnel cannot be contacted prior to reporting to the County Facility for work, County Facility shall be liable to pay for an amount equivalent to four (4) hours of service.

C. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time or service provided by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

PO:9.08

EXHIBIT B.2

BILLING AND PAYMENT (Temporary Nursing Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears for the actual number of hours worked by Contractor personnel, in accordance with the terms, conditions, and rates set forth herein. No party to this Agreement can change any of the terms of the Agreement except as amended and approved by the Board of Supervisors. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care), name and discipline (e.g. RN) of the person who provided services, date(s) and hours worked, hourly rate, County Facility area and unit code, and any other charges or credits, as set forth in this Agreement. County Facility may require that Contractor also prepare a summary schedule reflecting the charges per unit code.

Additionally, "per diem" and "travel" (weekly) temporary nursing personnel services shall be separately detailed in the billings.

Billings and the summary schedule, if required by County Facility, shall be prepared and forwarded to the appropriate County Facility by Contractor, to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will

be returned to Contractor for correction before payment is made.

During the term of this Agreement, Director may require that Contractor provide billing information as described above in an electronic billing format. In the event Director requires such electronic billing, Director will provide Contractor with at least thirty (30) calendar days' prior written notification. Such notification shall include, but not be limited to, the specific information and report format required.

For purposes of this Agreement, the definitions and payment provisions described herein shall apply.

2. HOURLY RATES: County will reimburse Contractor for temporary nursing personnel services provided under this Agreement at an amount not to exceed the rates set forth herein in this Exhibit. For purposes of this Agreement, a Labor and Delivery RN; Medical & Surgical RN; Pediatric RN; and Psychiatric RN shall be compensated at the Registered Nurse/Staff Nurse rate set forth herein. A Critical Care RN Neonatal Intensive Care Unit; Critical Care RN Pediatrics Intensive Care Unit; and Critical Care/Adult shall be compensated at the Registered Nurse/Critical Care Nurse rate set forth herein.

<u>Personnel Services</u>	<u>Shift</u>	<u>Hourly Rate</u>
<u>Per Diem:</u>		
Registered Nurse/Staff Nurse	8 hours . . .	\$53.00
Registered Nurse/Critical Care Nurse	8 hours . . .	\$57.00
Registered Nurse/Staff Nurse	12 hours . . .	\$60.00

Registered Nurse/Critical Care Nurse	12 hours . . . \$66.00
--------------------------------------	------------------------

Traveler (13 week engagement or more):

Registered Nurse/Staff Nurse	8 hours . . . \$61.00
------------------------------	-----------------------

Registered Nurse/Critical Care Nurse	8 hours . . . \$67.00
--------------------------------------	-----------------------

Registered Nurse/Staff Nurse	12 hours . . . \$68.00
------------------------------	------------------------

Registered Nurse/Critical Care Nurse	12 hours . . . \$71.00
--------------------------------------	------------------------

3. OVERTIME COMPENSATION: County will reimburse Contractor for temporary nursing personnel services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

A. Per Diem RN Personnel: Overtime rates for per diem nursing personnel services set forth herein shall be applicable only on a daily basis. Overtime for per diem RN personnel is defined and compensated as follows:

(1) Hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County up to and including a maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility.

(2) For RN personnel who work over eight (8) hours per day at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only in accordance and

compliance with wage and hour laws. For RN personnel who work over twelve (12) hours per day at a County Facility, County shall pay two (2) times the hourly rate set forth herein for the actual overtime worked only.

(3) Overtime shall not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

(4) Except to the extent overtime rates or additional work hours/shifts are authorized for per diem RN personnel herein, County shall not be responsible for overtime for Contractor's per diem RN personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(5) Contractor's RN personnel working at any one County Facility or combination of County Facilities, shall work no more than four (4) twelve (12) hours consecutive shifts or five (5) eight (8) hours consecutive shifts inclusive of all County and private facilities. At County's sole discretion, the County Facility's Chief Nursing Officer may approve additional work hours/shifts. Such approval shall be documented and maintained on file.

B. Traveling RN Personnel: Overtime rates for traveling RN personnel shall be applicable only on a weekly basis as follows:

(1) Overtime is defined as those hours worked in excess of forty (40)

hours per workweek at an assigned County Facility.

(2) For Contractor's RN personnel who work over forty (40) hours per workweek at an assigned County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth below for the actual overtime worked only.

(3) Overtime shall not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

(4) Contractor's RN personnel working at any one County Facility or combination of County Facilities, shall work no more than four (4) twelve (12) hours consecutive shifts or five (5) eight (8) hours consecutive shifts inclusive of all County and private facilities. Additionally, Contractor's RN personnel working at any one County Facility or combination of County Facilities, shall work no more than a maximum of sixty-four (64) hours in any seven (7) day period, inclusive of all County and private facilities. At County's sole discretion, the County Facility's Chief Nursing Officer may approve additional work hours/shifts. Such approval shall be documented and maintained on file.

(5) Except to the extent additional work hours/shifts are approved by the County Facility's Chief Nursing Officer, County shall not be responsible

for overtime for Contractor's traveling RN personnel who work in excess of sixty-four (64) hours per week at any one County Facility.

4. HOLIDAY COMPENSATION: County will reimburse Contractor for temporary nursing personnel services provided under this Agreement on a holiday based on the rates and conditions set forth herein in this Exhibit.

A. For purposes of this Agreement, the following are the holidays compensated:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY
- (4) LABOR DAY
- (5) THANKSGIVING DAY
- (6) CHRISTMAS DAY

B. Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate.

C. In the event a Holiday falls within a workweek that is more than 40 hours, the Holiday overtime will not affect any additional overtime the employee may be entitled to.

D. For purposes of this Agreement, no other holidays, whether recognized or created by the State, Federal or County government(s) during the term of this Agreement shall be considered holidays.

5. GENERAL CONDITIONS: During the term of this Agreement, the following general conditions shall apply:

A. The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor herein. Payment to Contractor shall be only for the actual number of hours worked by Contractor's RN personnel. Contractor shall pay the wages of all Contractor's RN personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability Insurance payments, if applicable.

B. County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels a request with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

C. If County Facility requests Contractor's personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2)

hours of shift start. If the individual arrives later than two (2) hours of scheduled shift start, County Facility shall pay Contractor only for the actual hours worked (rounded up to the nearest hour).

D. If County Facility requests Contractor's personnel after the start of a shift and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

E. If Contractor's personnel begins a shift at a County Facility at the scheduled time and County Facility determines within two (2) hours of the start of the scheduled shift that Contractor's personnel are not needed, County Facility may release Contractor's personnel from work and pay Contractor a maximum of four (4) hours of service. If Contractor's personnel arrives after the scheduled time of the shift and County Facility determines within two (2) hours of the start of the shift that Contractor's personnel are not needed, County Facility shall pay Contractor for only the actual hours worked (rounded to the nearest hour).

F. If within a two (2) week schedule, County determines that Contractor personnel is not needed (e.g., due to low Average Daily Census and census fluctuation, etc.), County may cancel Contractor personnel once in a two (2)

week schedule without incurring any financial liability.

G. If Contractor refers an individual to County who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

PO

EXHIBIT B.3

BILLING AND PAYMENT

(Temporary Specialty Nursing and Surgical Technician
Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears for the actual number of hours worked by Contractor personnel, in accordance with the terms, conditions, and rates set forth herein. No party to this Agreement can change any of the terms of the Agreement except as amended and approved by the Board of Supervisors. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided, name and discipline (e.g. ER registered nurse) of the person who provided services, date(s) and hours worked, hourly rate, County Facility area and unit code, and any other charges or credits, as set forth in this Agreement. County Facility may require that Contractor also prepare a summary schedule reflecting the charges per unit code.

Additionally, "per diem" and "travel" (weekly) temporary personnel services shall be separately detailed in the billings.

Billings and the summary schedule, if required by County Facility, shall be prepared and forwarded to the appropriate County Facility by Contractor, to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will

be returned to Contractor for correction before payment is made.

During the term of this Agreement, Director may require that Contractor provide billing information as described above in an electronic billing format. In the event Director requires such electronic billing, Director will provide Contractor with at least thirty (30) calendar days prior written notification. Such notification shall include, but not be limited to, the specific information and report format required.

For purposes of this Agreement, the definitions and payment provisions described herein shall apply.

2. HOURLY RATES: County will reimburse Contractor for temporary nursing specialty and surgical technician personnel services provided under this Agreement at an amount not to exceed the rates set forth herein in this Exhibit.

<u>Personnel Services</u>	<u>Shift</u>	<u>Hourly Rate</u>
<u>Per Diem</u> :		
Registered Nurse/Emergency Room	8 hours . .	\$.58.00
Registered Nurse/Operating Room	8 hours . .	\$.58.00
Registered Nurse/Perioperative	8 hours . .	\$.58.00
Surgical Technician	8 hours . .	\$.37.00
Registered Nurse/Emergency Room	12 hours . .	\$.66.00
Registered Nurse/Operating Room	12 hours . .	\$.67.00
Registered Nurse/Perioperative	12 hours . .	\$.67.00
Surgical Technician	12 hours . .	\$.41.00

--

Traveler (13 week engagement or more):

Registered Nurse/Emergency Room	8 hours . . . \$67.00
Registered Nurse/Operating Room	8 hours . . . \$68.00
Registered Nurse/Perioperative	8 hours . . . \$68.00
Surgical Technician	8 hours . . . \$47.00

Registered Nurse/Emergency Room	12 hours . . . \$71.00
Registered Nurse/Operating Room	12 hours . . . \$72.00
Registered Nurse/Perioperative	12 hours . . . \$72.00
Surgical Technician	12 hours . . . \$51.00
Clinical Nurse Manager	12 hours . . . \$87.00

3. OVERTIME COMPENSATION: County will reimburse Contractor for temporary specialty nursing and surgical technician personnel services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

A. Per Diem Personnel: Overtime rates for per diem nursing personnel services set forth herein shall be applicable only on a daily basis. Overtime for per diem RN personnel is defined and compensated as follows:

(1) Hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County up to and including a maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility.

(2) For personnel who work over eight (8) hours per day at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only in accordance and compliance with wage and hour laws. For personnel who work over twelve (12) hours per day at a County Facility, County shall pay two (2) times the hourly rate set forth herein for the actual overtime worked only.

(3) Overtime shall not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

(4) Except to the extent overtime rates or additional work hours/shifts are authorized for per diem personnel herein, County shall not be responsible for overtime for Contractor's per diem personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(5) Contractor's personnel working at any one County Facility or combination of County Facilities, shall work no more than four (4) twelve (12) hours consecutive shifts or five (5) eight (8) hours consecutive shifts inclusive of all County and private facilities. At County's sole discretion, the County Facility's Chief Nursing Officer may approve additional work hours/shifts. Such approval shall be documented and maintained on file.

B. Traveling Personnel: Overtime rates for traveling personnel shall be applicable only on a weekly basis as follows:

(1) Overtime is defined as those hours worked in excess of forty (40) hours per workweek at an assigned County Facility.

(2) For Contractor's personnel who work over forty (40) hours per workweek at an assigned County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth below for the actual overtime worked only.

(3) Overtime shall not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

(4) Contractor's RN personnel working at any one County Facility or combination of County Facilities, shall work no more than four (4) twelve (12) hours consecutive shifts or five (5) eight (8) hours consecutive shifts inclusive of all County and private facilities. At County's sole discretion, County Facility's Chief Nursing Officer may approve additional work hours/shifts. Such approval shall be documented and maintained on file.

(5) Except to the extent additional work hours/shifts are approved by the County's Facility's Chief Nursing Officer, County shall not be responsible for overtime for Contractor's traveling personnel who work in

excess of sixty-four (64) hours per week at any one County Facility.

4. HOLIDAY COMPENSATION: County will reimburse Contractor for temporary personnel services provided under this Agreement on a holiday based on the rates and conditions set forth herein in this Exhibit.

A. For purposes of this Agreement, the following are the holidays compensated:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY
- (4) LABOR DAY
- (5) THANKSGIVING DAY
- (6) CHRISTMAS DAY

B. Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate.

C. In the event a Holiday falls within a workweek that is more than 40 hours, the Holiday overtime will not affect any additional overtime the employee may be entitled to.

D. For purposes of this Agreement, no other holidays, whether recognized or created by the State, federal or County government(s) during the term of this

Agreement shall be considered holidays.

5. GENERAL CONDITIONS: During the term of this Agreement, the following general conditions shall apply:

A. The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor herein. Payment to Contractor shall be only for the actual number of hours worked by Contractor's personnel. Contractor shall pay the wages of all Contractor's personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability Insurance payments, if applicable.

B. County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels a request with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

C. If County Facility requests Contractor's personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of scheduled shift start, County Facility shall pay Contractor only for the actual hours worked (rounded up to the nearest hour).

D. If County Facility requests Contractor's personnel after the start of a shift and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

E. If Contractor's personnel begins a shift at a County Facility at the scheduled time and County Facility determines within two (2) hours of the start of the scheduled shift that Contractor's personnel are not needed, County Facility may release Contractor's personnel from work and pay Contractor a maximum of four (4) hours of service. If Contractor's personnel arrives after the scheduled time of the shift and County Facility determines within two (2) hours of the start of the shift that Contractor's personnel are not needed, County Facility shall pay Contractor for only the actual hours worked (rounded to the nearest hour).

F. If within a two (2) week schedule, County determines that Contractor's personnel are not needed (e.g., due to low Average Daily Census and census fluctuation, etc.), County may cancel Contractor personnel once in a two (2) week schedule without incurring any financial liability.

G. If Contractor refers an individual to County who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for

the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

PO

EXHIBIT B.4

BILLING AND PAYMENT

(Temporary Mental Health Assistant/
Psychiatric Technician Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears for the actual number of hours worked by Contractor personnel, in accordance with the terms, conditions, and rates set forth herein. No party to this Agreement can change any of the terms of the Agreement except as amended and approved by the Board of Supervisors. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided, name and discipline (Mental Health Assistant or Psychiatric Technician) of the person who provided services, date(s) and hours worked, hourly rate, County Facility area and unit code, and any other charges or credits, as set forth in this Agreement. County Facility may require that Contractor also prepare a summary schedule reflecting the charges per unit code.

Billings and the summary schedule, if required by County Facility, shall be prepared and forwarded to the appropriate County Facility by Contractor, to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

During the term of this Agreement, Director may require that Contractor provide billing information as described above in an electronic billing format. In the event

Director requires such electronic billing, Director will provide Contractor with at least thirty (30) calendar days' prior written notification. Such notification shall include, but not be limited to, the specific information and report format required.

For purposes of this Agreement, the definitions and payment provisions described herein shall apply.

2. RATES: County will reimburse Contractor for temporary mental health assistant/psychiatric technician personnel services provided under this Agreement at an amount not to exceed the following rates set forth herein in this Exhibit.

<u>A. Personnel Services</u>	<u>Shift</u>	<u>Hourly Rate</u>
<u>Per Diem:</u>		
Mental Health Assistant	8 hours	\$29.00
Psychiatric Technician	8 hours	\$38.00

B. Overtime Compensation: County will reimburse Contractor for temporary mental health assistant/psychiatric technician personnel services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

(1) Mental Health Assistant/Psychiatric Technician personnel: Overtime rates for per diem Mental Health Assistant/Psychiatric Technician personnel services set forth herein shall be applicable only on a daily basis.

Overtime for such personnel services is defined and compensated as follows:

(a) Hours worked in excess of eight (8) hours per day, depending

on the shift scheduled by County up to and including a maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility.

(b) For personnel who work over eight (8) hours per day, as applicable, at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only in accordance and compliance with wage and hour laws.

(c) Overtime shall not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

(d) Except to the extent overtime rates or additional work hours/shifts are authorized for per diem personnel herein, County shall not be responsible for overtime for Contractor's per diem personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(e) Contractor's personnel working at any one County Facility or combination of County Facilities, shall work no more than four (4) twelve (12) hours consecutive shifts or five (5) eight (8) hours consecutive shifts inclusive of all County and private facilities. At County's sole discretion,

the County Facility's Chief Nursing Officer, may approve additional work hours/shifts. Such approval shall be documented and maintained on file.

3. HOLIDAY COMPENSATION: County will reimburse Contractor for temporary Mental Health Assistant/Psychiatric Technician personnel services provided under this Agreement on a holiday based on the rates and conditions set forth herein in this Exhibit.

A. For purposes of this Agreement, the following are the holidays compensated:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY
- (4) LABOR DAY
- (5) THANKSGIVING DAY
- (6) CHRISTMAS DAY

B. Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate.

C. In the event a Holiday falls within a workweek that is more than 40 hours, the Holiday overtime will not affect any additional overtime the employee may be entitled to.

D. For purposes of this Agreement, no other holidays, whether recognized or created by the State, federal or County government(s) during the term of this

Agreement shall be considered holidays.

4. GENERAL CONDITIONS: During the term of this Agreement, the following general conditions shall apply:

A. The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor herein. Payment to Contractor shall be only for the actual number of hours worked by Contractor's Mental Health Assistant/Psychiatric Assistant personnel. Contractor shall pay the wages of all Contractor's personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability Insurance payments, if applicable.

B. County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels a request with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

C. If County Facility requests Contractor's personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of scheduled shift start, County Facility shall pay Contractor only for the actual hours worked (rounded up to the nearest hour).

D. If County Facility requests Contractor's personnel after the start of a

shift and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

E. If Contractor's personnel begins a shift at a County Facility at the scheduled time and County Facility determines within two (2) hours of the start of the scheduled shift that Contractor's personnel are not needed, County Facility may release Contractor's personnel from work and pay Contractor a maximum of four (4) hours of service. If Contractor's personnel arrives after the scheduled time of the shift and County Facility determines within two (2) hours of the start of the shift that Contractor's personnel are not needed, County Facility shall pay Contractor for only the actual hours worked (rounded to the nearest hour).

F. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

PO

ADDITIONAL PROVISIONS

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

ADDITIONAL PROVISIONS

Table of Contents

Paragraph		AP
No.	Title	Page No.
1.	ADMINISTRATION AND MONITORING	1
2.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES	2
3.	NONDISCRIMINATION IN SERVICES	3
4.	NONDISCRIMINATION IN EMPLOYMENT	5
5.	FAIR LABOR STANDARDS ACT	8
6.	EMPLOYMENT ELIGIBILITY VERIFICATION	8
7.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	9
8.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	10
9.	INDEPENDENT CONTRACTOR STATUS	10
10.	CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	11
11.	CONSIDERATION OF COUNTY'S DEPARTMENT OF SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT	12
12.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	12
13.	RULES AND REGULATIONS	12
14.	RECORDS AND AUDITS	13
15.	REPORTS	18
16.	CONFIDENTIALITY	18

ADDITIONAL PROVISIONS

Table of Contents		
Paragraph		AP
<u>No.</u>	<u>Title</u>	<u>Page</u> <u>No.</u>
17.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	19
18.	COUNTY'S QUALITY ASSURANCE PLAN	20
19.	RESTRICTIONS ON LOBBYING	21
20.	UNLAWFUL SOLICITATION	22
21.	CONFLICT OF INTEREST	22
22.	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	23
23.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	25
24.	COMPLIANCE WITH APPLICABLE LAW	26
25.	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE	27
26.	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER	31
27.	AUTHORIZATION WARRANTY	32
28.	RESOLICITATION OF BIDS OR PROPOSALS	32
29.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	33
30.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	35
31.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	39
32.	COMPLIANCE WITH JURY SERVICE PROGRAM	39

ADDITIONAL PROVISIONS

Table of Contents		
Paragraph		AP
<u>No.</u>	<u>Title</u>	<u>Page</u> <u>No.</u>
33.	USE OF RECYCLED - CONTENT PAPER	42
34.	NONEXCLUSIVITY	42
35.	CONSTRUCTION	43
36.	GOVERNING LAWS, JURISDICTION, AND VENUE	43
37.	WAIVER	43
38.	SEVERABILITY	44

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

1. ADMINISTRATION AND MONITORING:

A. Administration: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations: (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement; and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator", when used in this Agreement, shall mean Director's Health Facility Administrator or his/her duly authorized designee.

B. Monitoring: Contractor extends to Director, and to

authorized representatives of the County, federal, and State governments, and The Joint Commission, the right to review and monitor Contractor's personnel and services, to include on-site visits to Contractor's office(s), and to verify compliance with applicable standards and regulations and with the terms of this Agreement. Further, Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

All such inspections made by Director and other County, federal, and State representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

2. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who

perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Health Services at any time during the term of this Agreement.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by

others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to

the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with

requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal

with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor

has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that the temporary personnel referred to County Facilities by Contractor hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or

alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all such personnel performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all such personnel for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes.

8. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

9. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other

compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

10. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

11. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

12. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no person performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

13. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County

Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

14. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain adequate financial records in accordance with generally accepted accounting principles. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. All financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services and personnel provided, as well as all other financial records pertaining to this Agreement shall be retained by Contractor for a minimum of five (5) years following the end of County's July 1 through June 30 fiscal year in which service was rendered. During such five (5) year period, as well as during the term of this Agreement, all such records

shall be retained by Contractor at Contractor's Southern California office, if applicable, and shall be made available during County's normal business hours to representatives of County's Auditor-Controller, County's Department of Health Services, and the State of California for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such

subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

C. Audit Reports: In the event that an audit is conducted of Contractor by any federal or State auditor, Contractor shall file a copy of such audit report(s) with County's Auditor-Controller within thirty (30) days of receipt thereof unless otherwise provided under this Agreement, or under applicable State or federal regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless

otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve the audit exceptions. If, at the end of the thirty (30) day period, there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5)

years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) working days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of

such right, and the same may be exercised at any subsequent time.

15. REPORTS: Contractor shall prepare reports as required by Director concerning Contractor's activities as they relate to the services hereunder. In no event, however, may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. The specific information required and the report format shall be determined by Director, and may be revised from time-to-time.

16. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the

necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

18. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. **In addition, all Contractor referred personnel providing temporary personnel services at County facilities will complete a Departmental on-line Compliance Awareness Training prior to submitting the first billing for temporary services at any County facility.** Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The

report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

19. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of

contract upon which Director may suspend or County may immediately terminate this Agreement.

20. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

21. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way

participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any

delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its

sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

23. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that

Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

24. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or

expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

25. TERMINATION FOR INSOLVENCY, DEFAULT, IMPROPER CONSIDERATION, AND CONVENIENCE:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written

notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

C. Termination For Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of

travel or entertainment, or tangible gifts.

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60)

calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at Contractor's Southern California office and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

26. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that Medical Facilities maintained by County provide care essential to the residents of

the communities they serve, and that these services are of particular importance at the time of strike, riot, insurrection, civil unrest, natural disaster, or similar event.

Notwithstanding any other provision of this Agreement, full performance by Contractor during any strike, riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

27. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

28. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services shall make the determination to resolicit bids or request proposals in

accordance with applicable County and Department of Health Services policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage

reporting requirements as required by the federal Social Security Act [(42 USC section 653a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which

negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor

Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors.

31. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code),

Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of

hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during

the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

34. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County

reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

35. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

36. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

37. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other

breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

38. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.